

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
SEATTLE DIVISION

CHARLES GREG NYGARD,

Plaintiff,

vs.

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a corporation; AMERICAN
MORTGAGE NETWORK, INC., a corporation; U.S. BANK NATIONAL
ASSOCIATION, a national banking association; WACHOVIA
MORTGAGE LOAN TRUST ASSET-BACKED CERTIFICATES, SERIES
2006-AMN1, a trust; FIRST AMERICAN TITLE INSURANCE
COMPANY, a corporation; RESIDENTIAL FUNDING
COMPANY, LLC, a limited liability corporation; DEUTSCHE BANK
TRUST COMPANY AMERICAS, a corporation; RALI SERIES 2007-Q04
TRUST, a trust; MORTGAGEIT, INC., a corporation; MORTGAGEIT
TRUST 2005-AR1, a trust; DEUTSCHE BANK NATIONAL
TRUST COMPANY, a corporation; INDYMAC INDEX MORTGAGE
LOAN TRUST 2007-AR17, a trust;

) Civil No.:

COMPLAINT:

) RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT
OF 1970 [“RICO”][Title 18 United States Code §§ 1961, et.seq.] **RE:**
RICO §§ 1962(c), 1962(d), 1964(a), 1964(b), 1964 (c)/
PINKERTON DOCTRINE/RICO
§1962(d) CONSPIRACY; RICO
AIDING and ABETTING; RICO
RESPONDEAT SUPERIOR; RICO
§1962(d) CONSPIRACY TO AID and
ABET; RICO AIDING and ABETTING
RICO §1962(d) CONSPIRACY; and,
RICO AIDING and ABETTING RICO
RICO PRIMARY CONTRAVENTION.

1 and, NORTHWEST TRUSTEE
2 SERVICES, INC., a corporation, }
3 Defendants. }
4

5 Plaintiff Charles Greg Nygard, individually, alleges and complains against
6 defendants MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
7 a corporation; AMERICAN MORTGAGE NETWORK, INC., a corporation; U.S.
8 BANK NATIONAL ASSOCIATION, a national banking association; WACHOVIA
9 MORTGAGE LOAN TRUST ASSET-BACKED CERTIFICATES, SERIES 2006-
10 AMN1, a trust; FIRST AMERICAN TITLE INSURANCE COMPANY, a
11 corporation; RESIDENTIAL FUNDING COMPANY, LLC, a limited liability
12 corporation; DEUTSCHE BANK TRUST COMPANY AMERICAS, a corporation;
13 RALI SERIES 2007-Q04 TRUST, a trust; MORTGAGEIT, INC., a corporation;
14 MORTGAGEIT TRUST 2005-AR1, a trust; DEUTSCHE BANK NATIONAL
15 TRUST COMPANY, a corporation; INDYMAC INDX MORTGAGE LOAN
16 TRUST 2007-AR17, a trust; and, NORTHWEST TRUSTEE SERVICES, INC., a
17 corporation, for both the commission of and for the contravention of the federal
18 Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18
19 United States Code §§ 1961, et.seq.], and for federal supplementary jurisdiction relief
[Title 28 United States Code §§ 1367(b)].

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

2 COMPLAINT- RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT
OF 1970 [“RICO”][18 U.S.C. §§ 1961, et.seq.] RICO §§ 1962(c), 1962(d)/**Pinkerton** Doctrine

I.

Competent Federal Subject Matter Jurisdictional and Federal Venue

Allegations

1. Competent federal subject matter jurisdiction and federal venue exists, in whole and/or in part, pursuant to the following federal statutes:

- A. Section 1964(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1964(a)].
- B. Section 1964(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1964(b)].
- C. Section 1964©) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1964©)].
- D. Section 1965(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1965(a)].
- E. Section 1965(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1965(b)].
- F. Section 1965(d) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1965(d)].
- G. Federal Question Jurisdiction [Title 28 United States Code §1331].
- H. Federal Regulation of Commerce Jurisdiction [Title 28 United States

1 Code §1337].

2

3 I. Federal Declaratory Judgment Act of 1946 Jurisdiction [Title 28
4 United States Code §§ 2201-2202].

5

6 J. Federal Supplemental Jurisdiction [Title 28 United States Code §§
7 1367(a)-(b)].

8

9 K. Federal General Venue [Title 28 United States Code §§ 1391(b)].

10

11 L. Federal Specific Venue [Title 28 United States Code §§ 1391(a)].

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ////

28

II.

[RICO “Person” – Title 18 United States Code § 1961(3)]

2. Plaintiff alleges that each and every one of the individuals and entities are, constitute, and comprise a “person,” as statutorily defined identified within Title 18 United States Code § 1961(3):

- * Charles Greg Nygard, individually
- * MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a corporation
- * AMERICAN MORTGAGE NETWORK, INC., a corporation
- * U.S. BANK NATIONAL ASSOCIATION, a national banking association
- * WACHOVIA MORTGAGE LOAN TRUST ASSET-BACKED CERTIFICATES, SERIES 2006-AMN1, a trust
- * FIRST AMERICAN TITLE INSURANCE COMPANY, a corporation
- * RESIDENTIAL FUNDING COMPANY, LLC, a limited liability corporation
- * DEUTSCHE BANK TRUST COMPANY AMERICAS, a corporation
- * RALI SERIES 2007-Q04 TRUST, a trust
- * MORTGAGEIT, INC., a corporation
- * MORTGAGEIT TRUST 2005-AR1, a trust
- * DEUTSCHE BANK NATIONAL TRUST COMPANY, a corporation
- * INDYMAC INDX MORTGAGE LOAN TRUST 2007-AR17, a trust,
- * NORTHWEST TRUSTEE SERVICES, INC., a corporation,

1 and are each engaged in activities and conduct that affect federal interstate and/or
2 foreign commerce, that each hold legal, equitable, and/or beneficial interests in
3 property, and each is a “person.”

4

5 3. Plaintiff alleges that each and every RICO “person” specifically
6 identified herein and named as RICO defendant is liable as a principal pursuant to
7 Title 18 United States Code §§ 2(a)-(b), and that each and every RICO person that
8 is a RICO defendant is liable as a RICO co-conspirator pursuant to Title 18 United
9 States Code § 371 and § 1962(d).

10 | //

11 | //

12 | //

13 | //

14 | //

15 | //

16 | //

17 | //

18 | //

19 | //

20 | //

21 | //

22 | 111

23 / / /

24 | //

25 / 11

20 / 111

27 | P

26

COMPLAINT- RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 [“RICO”][18 U.S.C. §§ 1961, et seq.] RICO §§ 1962(c), 1962(d)/*Pinkerton* Doctrine

III.

RICO EVIDENTIARY FACTUAL ALLEGATIONS

***[COMPREHENSIVE RICO ARTIFICE and SCHEME TO DEFRAUD and
INJURE PLAINTIFFS IN THEIR INTERESTS IN BUSINESS OR
PROPERTY BY REASON OF CONTRAVENTION OF
RICO §§ 1962(c) and 1962(d)]***

[Title 18 United States Code §§ 1964(a), 1964(b), and 1964(c)]

A.

RACKETEERING ARTIFICE and SCHEME TO DEFRAUD

Federal Mail Fraud and Federal Wire Fraud

11 4. Plaintiff alleges that the following RICO persons engaged in an artifice
12 and scheme to defraud by and through the commission of felonious and criminal
13 activities intended and designed to proximately cause injury to plaintiff's interests in
14 business and/or property by reason of contravention of RICO §§ 1962(c) and (d).

15 5. Plaintiff alleges that during all times material herein, plaintiff owned the
16 following parcels of real property specifically identified herein below:

- * 10827 - 56th Place West, Mukilteo, WA 98275
- * 83 West Monticello Drive, Camano Island, WA 98282
- * 5520 Pilchuck Tree Farm Road, Snohomish, WA 98290
- * 6615 Commercial Avenue, Everett, WA 98203
- * 13401 29th Drive SE, Bothell, WA 98012
- * 690 NW Atalanta Way, Oak Harbor, WA 98277
- * 10225 7th Avenue SE, Everett, WA 98208
- * 10217 7th Avenue SE, Everett, WA 98208
- * 1822 Leland Drive, Everett, WA 98203
- * 13305 29th Drive SE, Bothell, WA 98012

27 |||

1 **PLAINTIFF'S BUSINESS AND/OR PROPERTY INTERESTS INJURED BY**
 2 **REASON OF CONTRAVENTION OF RICO § 1962©-§ 1962(d) [Title 18**
 3 **United States Code § 1964(c)]**

4

5 **1. 10827 56th Place West, Mukilteo, Washington 98275**

6 6. Plaintiff alleges that on 21 April 2006, plaintiff executed a negotiable
 7 promissory note and a security interest in the form of a Deed of Trust in the amount
 8 of \$213,500.00. This document was recorded as document number 4168879 in the
 9 Official Records of Snohomish County, Washington. Plaintiff alleges that the
 10 original lender of the promissory note is American Mortgage Network Inc. [“Am
 11 Mort Net”]. Mortgage Electronic Registration Systems, Inc. [“MERS”] is not named
 12 as the payee of the promissory note but is named as acting solely as a “nominee” for
 13 the lender as the beneficiary of the security interest Deed of Trust. The original
 14 trustee under this Deed of Trust is U.S. Bank National Association [“U.S. Bank”].

15 7. Plaintiff alleges that the loan obtained from American Mortgage
 16 Network Inc.; however, no assignment of the instruments is recorded. Plaintiff alleges
 17 that during all times material herein that GMAC Mortgage, LLC., [‘GMAC’]
 18 owned, managed, controlled, administered, and participated in the conduct and the
 19 affairs of Am Mort Net, the loan obtained prior to GMAC acquiring AM Mort Net.

20 8. Plaintiff alleges that GMAC Mortgage, LLC, subsequently petitioned
 21 for relief on 14 May 2012, pursuant to Chapter 11 of the federal bankruptcy code,
 22 Title 11 United States Code §§ 362, et.seq., ***In re: GMAC-RFC Holding Co., LLC,***
 23 Case No.: 12-12029, U.S.B.C. S.D.N.Y., consisting, comprised, and constituted by
 24 multiple affiliated corporate entities engaged in mortgage financing activities.
 25 Plaintiff alleges that on 22 May 2012, the bankruptcy court entered an order
 26 **requiring** joint administration of the bankruptcy cases of both **GMAC-RFC** and ***In***
 27 ***re: Residential Capital, LLC, et.al.,*** Case No.: 12-12020 (MG), U.S.B.C. S.D.N.Y.

1 9. Plaintiff alleges that on 24 September 2003, a substitution of trustee was
 2 recorded as document number 2003-09240552 in the Recorder's Office, Snohomish
 3 County, Washington. This document, like the Deed of Trust, states that MERS was
 4 the beneficiary under the promissory note. This document does not properly identify
 5 the amount of the mortgage loan that the plaintiff obtained on 21 April 2006. The
 6 document reveals that the Notary Public and a Mrs. Roberta Pettengill, apparently
 7 executed this document on 20 August 2003. Mrs. Pettengill does not have a signature
 8 date next to her signature and the signature date under J. Simon's is incorrect and is
 9 not in the time line of the apparent notarization of the Substitution of Trustee, which
 10 states 2003-07-09.

11 10. Plaintiff alleges that the promissory note was sold, transferred, and
 12 securitized by Wachovia Mortgage Trust Asset-Backed Certificates, Series 2006-
 13 AMN1, with a closing date of on or about 29 June 2006.

14 11. Plaintiff alleges that the Deed of Trust and the Promissory Note have
 15 taken two distinctly different paths. The Deed of Trust was never transferred. The
 16 Promissory Note was, however, pooled, and sold and transferred, the plaintiff's loan
 17 of \$213,500.00 combined and aggregated with other loans and mortgages and this
 18 pool of loans and mortgages is estimated to be valued at approximately \$705,446,000.

19 12. Plaintiff alleges that the Deed of Trust reveals the following material
 20 information: MIN1001310-2060275234-5 and MERS SERVICER ID website
 21 <http://www.mers-servicerid.org/sis/search> specifically identifies Bank of America as
 22 the servicer and no entity or individual, and/or any combination thereof, is identified
 23 or disclosed as an alleged "Investor."

24 13. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
 25 parent corporate affiliate and holding company of MERS, is actively involved and
 26 participates in connection with the collaborative actions of the lender and the
 27 facilitation and furtherance contributing to the mortgage backed securitization of the
 28

1 Promissory Note, thereby substantially diminishing, damaging, and injuring the
 2 property rights of the plaintiff in the real property in the following manner:

- 3 * Although MERS records an assignment in the real property records, the
 4 promissory note which creates the legal obligation to repay the debt is
 5 not negotiated to MERS.
- 6 * MERS is not entitled to receive a borrower's monthly mortgage
 7 payment, nor is MERS entitled to receive the proceeds of arising from
 8 a foreclosure or a deed of trust sale.
- 9 * MERS is not the owner of the promissory note for which MERS seeks
 10 foreclosure.
- 11 * MERS has no legal or beneficial interest in the loan instrument
 12 underlying the security instrument for which MERS serves as the
 13 allegedly designated "nominee."
- 14 * MERS has no legal or beneficial interest in the underlying mortgage
 15 indebtedness underlying the security instrument for which MERS
 16 serves as the allegedly designated "nominee."
- 17 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
 18 underlying promissory note evidencing the underlying mortgage
 19 indebtedness.
- 20 * MERS is at no time is a party to the alleged underlying mortgage
 21 indebtedness underlying the underlying security instrument which
 22 MERS serves as the allegedly designated "nominee."
- 23 * MERS has no financial, proprietary, and/or or economic, interest in
 24 whether a mortgage loan obligation is repaid by the mortgagor/borrower.

25 14. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
 26 and through the conduct of MERS, US. Bank, and First American Title Insurance
 27 Company, commencing and continuing from 2011, and up through and including the
 28

1 date of the initiation of these proceedings, constitutes both extortion and attempted
 2 extortion. Plaintiff alleges that inasmuch as the conduct and action of defendants,
 3 committed by and through the use of instrumentalities of federal commerce, is
 4 intended to cause and create fear in the mind of the plaintiff in order to obtain and
 5 receive plaintiff's property interests, through allegedly unlawful and illegal
 6 foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and
 7 applicable Washington state law governing extortion and theft.

8 15. Plaintiffs allege that defendants' use of the federal mails and the federal
 9 interstate wires (including use of Internet) in connection with the generation,
 10 transmission, dissemination, recording, filing, and publication of instruments
 11 containing material misrepresentations of fact and/or materially omitting to disclose
 12 facts described herein above constitutes actionable federal mail fraud and federal
 13 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

14 16. Plaintiff alleges that defendants aided and abetted one another, and
 15 others not named herein, in connection with committing the primary substantive
 16 contraventions of federal law identified herein above and are therefore jointly and
 17 severally liable as principals pursuant to Title 18 U.S.C. § 2.

18 17. Plaintiff alleges that defendants conspired with one another to injury
 19 plaintiff in plaintiff's interests in business and/or property by reason of contravention
 20 of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to
 21 RICO § 1962(d) and the application of both *Pinkerton v. United States*, 328 U.S.
 22 640 (1946) [*Pinkerton* Doctrine] and mediate causation in connection with the
 23 commission of conspiratorial activities contravening RICO § 1962.

24

25 2. **83 West Monticello Drive, Camano Island, WA 98282**

26 18. Plaintiff alleges that on 21 April 2006, plaintiff executed a negotiable
 27 promissory note and a security interest in the form of a Deed of Trust in the amount

28

1 of \$213,500.00. This document was recorded as document number 4168879 in the
 2 Official Records of Island County, Washington. Plaintiff alleges that the original
 3 lender of the Promissory Note is American Mortgage Network Inc. [“Am Mort Net”].
 4 Mortgage Electronic Registration Systems, Inc. [“MERS”] is not named as the payee
 5 of the promissory note but is named as acting solely as a “nominee” for the lender
 6 as the beneficiary of the security interest Deed of Trust. The original trustee under
 7 this Deed of Trust is U.S. Bank National Association [“U.S. Bank”].

8 19. Plaintiff alleges that the loan obtained from American Mortgage
 9 Network Inc.; however, no assignment of the instruments is recorded. Plaintiff alleges
 10 that during all times material herein that GMAC Mortgage, LLC., owned, managed,
 11 controlled, administered, and participated in the conduct and the affairs of Am Mort
 12 Net, the loan obtained prior to GMAC acquiring AM Mort Net.

13 20. Plaintiff alleges that the promissory note was sold, transferred, and
 14 securitized by Wachovia Mortgage Trust Asset-Backed Certificates, Series 2006-
 15 AMN1, with a closing date of on or about 29 June 2006.

16 21. Plaintiff alleges that the Deed of Trust and the Promissory Note have
 17 taken two distinctly different paths. The Deed of Trust was never transferred. The
 18 Promissory Note was, however, pooled, and sold and transferred, the plaintiff’s loan
 19 of \$213,500.00 combined and aggregated with other loans and mortgages and this
 20 pool of loans and mortgages is estimated to be valued at approximately \$705,446,000.

21 22. Plaintiff alleges that the Deed of Trust and the Promissory Note have
 22 taken two distinctly different paths. The Deed of Trust was never transferred. The
 23 Promissory Note was, however, pooled, and sold and transferred, the plaintiff’s loan
 24 of \$213,500.00 combined and aggregated with other loans and mortgages and this
 25 pool of loans and mortgages is estimated to be valued at approximately \$705,446,000.

26 23. Plaintiff alleges that the Deed of Trust reveals the following material
 27 information: MIN1001310-2060275234-5 and MERS SERVICER ID website
 28

1 <http://www.mers-servicerid.org/sis/search> specifically identifies Bank of America is
 2 the servicer and no entity or individual, and/or any combination thereof, is identified
 3 or disclosed as an alleged “Investor.”

4 24. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
 5 parent corporate affiliate and holding company of MERS, is actively involved and
 6 participates in connection with the collaborative actions of the lender and the
 7 facilitation and furtherance contributing to the mortgage backed securitization of the
 8 Promissory Note, thereby substantially diminishing, damaging, and injuring the
 9 property rights of the plaintiff in the real property in the following manner:

- 10 * Although MERS records an assignment in the real property records, the
 11 promissory note which creates the legal obligation to repay the debt is
 12 not negotiated to MERS.
- 13 * MERS is not entitled to receive a borrower’s monthly mortgage
 14 payment, nor is MERS entitled to receive the proceeds of arising from
 15 a foreclosure or a deed of trust sale.
- 16 * MERS is not the owner of the promissory note for which MERS seeks
 17 foreclosure.
- 18 * MERS has no legal or beneficial interest in the loan instrument
 19 underlying the security instrument for which MERS serves as the
 20 allegedly designated “nominee.”
- 21 * MERS has no legal or beneficial interest in the underlying mortgage
 22 indebtedness underlying the security instrument for which MERS
 23 serves as the allegedly designated “nominee.”
- 24 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
 25 underlying promissory note evidencing the underlying mortgage
 26 indebtedness.
- 27 * MERS is at no time is a party to the alleged underlying mortgage

indebtedness underlying the underlying security instrument which MERS serves as the allegedly designated “nominee.”

* MERS has no financial, proprietary, and/or or economic, interest in whether a mortgage loan obligation is repaid by the mortgagor/borrower.

5 25. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
6 and through the conduct of MERS, US. Bank, and First American Title Insurance
7 Company, commencing and continuing from 2011, and up through and including the
8 date of the initiation of these proceedings, constitutes both extortion and attempted
9 extortion. Plaintiff alleges that inasmuch as the conduct and action of defendants,
10 committed by and through the use of instrumentalities of federal commerce, is
11 intended to cause and create fear in the mind of the plaintiff in order to obtain and
12 receive plaintiff's property interests, through allegedly unlawful and illegal
13 foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and
14 applicable Washington state law governing extortion and theft.

15 26. Plaintiffs allege that defendants' use of the federal mails and the federal
16 interstate wires (including use of Internet) in connection with the generation,
17 transmission, dissemination, recording, filing, and publication of instruments
18 containing material misrepresentations of fact and/or materially omitting to disclose
19 facts described herein above constitutes actionable federal mail fraud and federal
20 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

21 27. Plaintiff alleges that defendants aided and abetted one another, and
22 others not named herein, in connection with committing the primary substantive
23 contraventions of federal law identified herein above and are therefore jointly and
24 severally liable as principals pursuant to Title 18 U.S.C. § 2.

25 28. Plaintiff alleges that defendants conspired with one another to injury
26 plaintiff in plaintiff's interests in business and/or property by reason of contravention
27 of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to

1 RICO § 1962(d) and the application of both *Pinkerton v. United States*, 328 U.S.
 2 640 (1946) [*Pinkerton* Doctrine] and mediate causation in connection with the
 3 commission of conspiratorial activities contravening RICO § 1962.

4

5 **3. 5520 Pilchuck Tree Farm Road, Snohomish, Washington**
 6 **98290**

7 29. Plaintiff alleges that on 24 January 2007, plaintiff executed a negotiable
 8 promissory note and a security interest in the form of a Deed of Trust in the amount
 9 of \$571,650.00. This document was recorded as document number 2007-01250670
 10 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the
 11 original lender of the Promissory Note is American Mortgage Network Inc. [“Am
 12 Mort Net”]. Mortgage Electronic Registration Systems, Inc. [“MERS”] is not named
 13 as the payee of the promissory note but is named as acting solely as a “nominee” for
 14 the lender as the beneficiary of the security interest Deed of Trust. The original
 15 trustee under this Deed of Trust is Deutsche Bank Trust Company Americas
 16 [“Deutsche Bank”].

17 30. Plaintiff alleges that the loan obtained from American Mortgage
 18 Network Inc.; however, no assignment of the instruments is recorded. Plaintiff alleges
 19 that during all times material herein that GMAC Mortgage, LLC., owned, managed,
 20 controlled, administered, and participated in the conduct and the affairs of Am Mort
 21 Net, the loan obtained prior to GMAC acquiring AM Mort Net.

22 31. Plaintiff alleges that an Assignment of the Deed of Trust was recorded
 23 as document number 2011-01100023 in the Official Records, Snohomish County,
 24 Washington, on 10 January 2011. Plaintiff alleges that the document purports to be
 25 executed by MERS.

26 32. Plaintiff alleges that on 17 December 2010, an Appointment of
 27 Successor Trustee was recorded as document number 2010-12170019 in the
 28

1 Recorder's Office, Snohomish County, Washington. Plaintiff alleges that this
 2 document, like the Deed of Trust, states that MERS was the beneficiary under the
 3 Deed of Trust; it does not state that MERS was the beneficiary under the promissory
 4 note. Plaintiff alleges that this document does not properly identify the amount of the
 5 mortgage loan that the plaintiff obtained on 24 January 2007.

6 33. Plaintiff alleges that on 21 March 2011, a Notice of Trustee Sale was
 7 recorded as document number 2011-03210601 in the Official Records, Snohomish
 8 County, Washington.

9 34. Plaintiff alleges that the Promissory Note was sold, transferred, and
 10 securitized by RALI Series 2007-QO4 Trust with a closing date of 30 May 2007.

11 35. Plaintiff alleges that the signature of Jan Walsh, appearing upon the
 12 recorded Corporate Assignment of Deed of Trust, 3 December 2010, is in fact an
 13 individual specifically identified and independently confirmed to be one of numerous
 14 individuals listed as suspected robo signers engaged in the commission of fraudulent
 15 activities working in "Document Mills," generating and creating false documents for
 16 financial institutions foreclosing upon family residential properties to prove they have
 17 proper chain of title when in fact they do not, and cannot, produce a clear and proper
 18 chain of title. See [http://www.foreclosyreddefenseblog.com/foreclosure-](http://www.foreclosyreddefenseblog.com/foreclosure-defense/2011/09)
 19 [defense/2011/09](http://www.foreclosyreddefenseblog.com/foreclosure-defense/2011/09) containing a copy of a "Robo List of Signatures known to be used,
 20 including the identity of Jan Walsh collaborating and acting in concert with Irene
 21 Guerrero.

22 36 Plaintiff alleges that the Notice of Trustee Sale instrument was generated
 23 by Cal-Western Reconveyance Corporation, executed by Debra Shwartz, A.V.P., at
 24 Vancouver, WA on 14 March 2011, bearing and evidencing a notary public signature
 25 by Rosalyn Hall, dated 15 March 2011, located in San Diego, California. Plaintiff
 26 alleges that the instrument itself is deficient and void as a matter of law inasmuch as
 27 physical impossibility precludes and forecloses the execution of the instrument by
 28

1 these two individuals located in different localities executed on different dates,
 2 thereby rendering the instrument a legal nullity void of independent legal
 3 significance.

4 37. Plaintiff alleges that the Deed of Trust generated and recorded on 21 July
 5 2011, in Snohomish County, as instrument number 2011-07120233, was prepared by
 6 Cal-Western Reconveyance Corporation of Washington, signed by Susan Smothers,
 7 5 July 2011, and evidencing a notary public signature of Rosalyn Hall, executed 6
 8 July 2011, in San Diego, California. Plaintiff alleges that the instrument itself is
 9 deficient and void as a matter of law inasmuch as physical impossibility precludes
 10 and forecloses the execution of the instrument by these two individuals located in
 11 different localities executed on different dates, thereby rendering the instrument a
 12 legal nullity void of independent legal significance.

13 38. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
 14 parent corporate affiliate and holding company of MERS, is actively involved and
 15 participates in connection with the collaborative actions of the lender and the
 16 facilitation and furtherance contributing to the mortgage backed securitization of the
 17 Promissory Note, thereby substantially diminishing, damaging, and injuring the
 18 property rights of the plaintiff in the real property in the following manner:

- 19 * Although MERS records an assignment in the real property records, the
 20 promissory note which creates the legal obligation to repay the debt is
 21 not negotiated to MERS.
- 22 * MERS is not entitled to receive a borrower's monthly mortgage
 23 payment, nor is MERS entitled to receive the proceeds of arising from
 24 a foreclosure or a deed of trust sale.
- 25 * MERS is not the owner of the promissory note for which MERS seeks
 26 foreclosure.
- 27 * MERS has no legal or beneficial interest in the loan instrument

underlying the security instrument for which MERS serves as the allegedly designated “nominee.”

- * MERS has no legal or beneficial interest in the underlying mortgage indebtedness underlying the security instrument for which MERS serves as the allegedly designated “nominee.”
- * MERS has no interest in any aspect, legal, equitable, or beneficial, in the underlying promissory note evidencing the underlying mortgage indebtedness.
- * MERS is at no time is a party to the alleged underlying mortgage indebtedness underlying the underlying security instrument which MERS serves as the allegedly designated “nominee.”
- * MERS has no financial, proprietary, and/or or economic, interest in whether a mortgage loan obligation is repaid by the mortgagor/borrower.

14 39. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
15 and through the conduct of MERS, Deutsche Bank , and First American Title
16 Insurance Company, commencing and continuing from 2011, and up through and
17 including the date of the initiation of these proceedings, constitutes both extortion and
18 attempted extortion. Plaintiff alleges that inasmuch as the conduct and action of
19 defendants, committed by and through the use of instrumentalities of federal
20 commerce, is intended to cause and create fear in the mind of the plaintiff in order
21 to obtain and receive plaintiff's property interests, through allegedly unlawful and
22 illegal foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and
23 applicable Washington state law governing extortion and theft.

24 40. Plaintiffs allege that defendants' use of the federal mails and the federal
25 interstate wires (including use of Internet) in connection with the generation,
26 transmission, dissemination, recording, filing, and publication of instruments
27 containing material misrepresentations of fact and/or materially omitting to disclose

1 facts described herein above constitutes actionable federal mail fraud and federal
 2 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

3 41. Plaintiff alleges that defendants aided and abetted one another, and
 4 others not named herein, in connection with committing the primary substantive
 5 contraventions of federal law identified herein above and are therefore jointly and
 6 severally liable as principals pursuant to Title 18 U.S.C. § 2.

7 42. Plaintiff alleges that defendants conspired with one another to injury
 8 plaintiff in plaintiff's interests in business and/or property by reason of contravention
 9 of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to
 10 RICO § 1962(d) and the application of both *Pinkerton v. United States*, 328 U.S.
 11 640 (1946) [*Pinkerton* Doctrine] and mediate causation in connection with the
 12 commission of conspiratorial activities contravening RICO § 1962.

13

14 4. **6615 Commercial Avenue, Everett, Washington 98203**

15 43. Plaintiff alleges that on 3 August 2005, plaintiff executed a negotiable
 16 promissory note and a security interest in the form of a Deed of Trust in the amount
 17 of \$134,250.00. This document was recorded as document number 2010-006290491
 18 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the
 19 original lender of the Promissory Note is MortgageIt, Inc., ["Mortgage It"]. Mortgage
 20 Electronic Registration Systems, Inc. ["MERS"] is not named as the payee of the
 21 promissory note but is named as acting solely as a "nominee" for the lender as the
 22 beneficiary of the security interest Deed of Trust. The original trustee under this
 23 Deed of Trust is Deutsche Bank Trust Company ["Deutsche Bank"].

24 44. Plaintiff alleges that an Assignment of Deed of Trust was recorded as
 25 document number 2010-06280502 in the Official Records, Snohomish County,
 26 Washington, on 29 June 2010. Plaintiff alleges that the document purports to be
 27 executed by MERS.

28

19 COMPLAINT- RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT
 19 OF 1970 ["RICO"] [18 U.S.C. §§ 1961, et. seq.] RICO §§ 1962(c), 1962(d) / *Pinkerton* Doctrine

1 45. Plaintiff alleges that on 6 June 2010, a Notice of Trustee's Sale was
 2 recorded as document 2010-08030346.

3 46. Plaintiff alleges that the Promissory Note was sold, transferred, and
 4 securitized by Mortgage IT Trust 2005-AR1 with a closing date of 1 November
 5 2005.

6 47. Plaintiff alleges that the Deed of Trust and the Promissory Note have
 7 taken two distinctly different paths. The Deed of Trust was never transferred. The
 8 Promissory Note was, however, pooled, and sold and transferred, the plaintiff's loan
 9 was combined and aggregated with other loans and mortgages and this pool of loans
 10 and mortgages is estimated to be valued at approximately \$377,877,100.

11 48. Plaintiff alleges that Mortgage It generated a Bargain and Sale Deed,
 12 dated 5 August 2011, by Hattie McLaughlin, evidencing a notary public signature
 13 of Colleen Borifaz, allegedly executed same day, recorded 10 August 2011, in the
 14 Official records, Snohomish County, Washington, instrument number 2011-
 15 08100227. Plaintiff alleges that the generation and execution of this instrument is
 16 void of independent legal significance inasmuch as MERS' lacked any right under
 17 Washington law to serve as the allegedly designated "nominee" under the Deed of
 18 Trust.

19 49. Plaintiff alleges that the Deed of Trust reveals the following material
 20 information: MIN100112065698295777 and MERS SERVICER ID website
 21 <http://www.mers-servicerid.org/sis/search> specifically identifies GMAC Mortgage,
 22 LLC is the servicer and no entity or individual, and/or any combination thereof, is
 23 identified or disclosed as an alleged "Investor."

24 50. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
 25 parent corporate affiliate and holding company of MERS, is actively involved and
 26 participates in connection with the collaborative actions of the lender and the
 27 facilitation and furtherance contributing to the mortgage backed securitization of the
 28

1 Promissory Note, thereby substantially diminishing, damaging, and injuring the
 2 property rights of the plaintiff in the real property in the following manner:

- 3 * Although MERS records an assignment in the real property records, the
 4 promissory note which creates the legal obligation to repay the debt is
 5 not negotiated to MERS.
- 6 * MERS is not entitled to receive a borrower's monthly mortgage
 7 payment, nor is MERS entitled to receive the proceeds of arising from
 8 a foreclosure or a deed of trust sale.
- 9 * MERS is not the owner of the promissory note for which MERS seeks
 10 foreclosure.
- 11 * MERS has no legal or beneficial interest in the loan instrument
 12 underlying the security instrument for which MERS serves as the
 13 allegedly designated "nominee."
- 14 * MERS has no legal or beneficial interest in the underlying mortgage
 15 indebtedness underlying the security instrument for which MERS
 16 serves as the allegedly designated "nominee."
- 17 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
 18 underlying promissory note evidencing the underlying mortgage
 19 indebtedness.
- 20 * MERS is at no time is a party to the alleged underlying mortgage
 21 indebtedness underlying the underlying security instrument which
 22 MERS serves as the allegedly designated "nominee."
- 23 * MERS has no financial, proprietary, and/or or economic, interest in
 24 whether a mortgage loan obligation is repaid by the mortgagor/borrower.

25 51. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
 26 and through the conduct of MERS, Deutsche Bank , and First American Title
 27 Insurance Company, commencing and continuing from 2011, and up through and

1 including the date of the initiation of these proceedings, constitutes both extortion and
 2 attempted extortion. Plaintiff alleges that inasmuch as the conduct and action of
 3 defendants, committed by and through the use of instrumentalities of federal
 4 commerce, is intended to cause and create fear in the mind of the plaintiff in order
 5 to obtain and receive plaintiff's property interests, through allegedly unlawful and
 6 illegal foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and
 7 applicable Washington state law governing extortion and theft.

8 52. Plaintiffs allege that defendants' use of the federal mails and the federal
 9 interstate wires (including use of Internet) in connection with the generation,
 10 transmission, dissemination, recording, filing, and publication of instruments
 11 containing material misrepresentations of fact and/or materially omitting to disclose
 12 facts described herein above constitutes actionable federal mail fraud and federal
 13 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

14 53. Plaintiff alleges that defendants aided and abetted one another, and
 15 others not named herein, in connection with committing the primary substantive
 16 contraventions of federal law identified herein above and are therefore jointly and
 17 severally liable as principals pursuant to Title 18 U.S.C. § 2. Plaintiff alleges that
 18 defendants conspired with one another to injury plaintiff in plaintiff's interests in
 19 business and/or property by reason of contravention of RICO § 1962, and therefore
 20 are each liable, jointly and severally, pursuant to RICO § 1962(d) and the application
 21 of both ***Pinkerton v. United States***, 328 U.S. 640 (1946) [***Pinkerton*** Doctrine] and
 22 mediate causation in connection with the commission of conspiratorial activities
 23 contravening RICO § 1962.

24

25 5. **13401 29th Drive SE, Bothell, Washington 98012**

26 54. Plaintiff alleges that on 3 August 2005, plaintiff executed a negotiable
 27 promissory note and a security interest in the form of a Deed of Trust in the amount
 28

1 of \$230,000.00. This document was recorded as document number 2005-08191207
 2 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the
 3 original lender of the Promissory Note is MortgageIt, Inc., [“Mortgage It”]. Mortgage
 4 Electronic Registration Systems, Inc. [“MERS”] is not named as the payee of the
 5 promissory note but is named as acting solely as a “nominee” for the lender as the
 6 beneficiary of the security interest Deed of Trust. The original trustee under this
 7 Deed of Trust is Deutsche Bank Trust Company [“Deutsche Bank”].

8 55. Plaintiff alleges that the Promissory Note was sold, transferred, and
 9 securitized by Mortgage IT Trust 2005-AR1 with a closing date of 1 November
 10 2005.

11 56. Plaintiff alleges that the Deed of Trust and the Promissory Note have
 12 taken two distinctly different paths. The Deed of Trust was never transferred. The
 13 Promissory Note was, however, pooled, and sold and transferred, the plaintiff’s loan
 14 was combined and aggregated with other loans and mortgages and this pool of loans
 15 and mortgages is estimated to be valued at approximately \$377,877,100.

16 57. Plaintiff alleges that the Deed of Trust reveals the following material
 17 information: MIN100112065698585615 and MERS SERVICER ID website
 18 <http://www.mers-servicerid.org/sis/search> specifically identifies GMAC Mortgage,
 19 LLC is the servicer and no entity or individual, and/or any combination thereof, is
 20 identified or disclosed as an alleged “Investor.”

21 58. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
 22 parent corporate affiliate and holding company of MERS, is actively involved and
 23 participates in connection with the collaborative actions of the lender and the
 24 facilitation and furtherance contributing to the mortgage backed securitization of the
 25 Promissory Note, thereby substantially diminishing, damaging, and injuring the
 26 property rights of the plaintiff in the real property in the following manner:

27 * Although MERS records an assignment in the real property records, the
 28

1 promissory note which creates the legal obligation to repay the debt is
 2 not negotiated to MERS.

- 3 * MERS is not entitled to receive a borrower's monthly mortgage
 4 payment, nor is MERS entitled to receive the proceeds of arising from
 5 a foreclosure or a deed of trust sale.
- 6 * MERS is not the owner of the promissory note for which MERS seeks
 7 foreclosure.
- 8 * MERS has no legal or beneficial interest in the loan instrument
 9 underlying the security instrument for which MERS serves as the
 10 allegedly designated "nominee."
- 11 * MERS has no legal or beneficial interest in the underlying mortgage
 12 indebtedness underlying the security instrument for which MERS
 13 serves as the allegedly designated "nominee."
- 14 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
 15 underlying promissory note evidencing the underlying mortgage
 16 indebtedness.
- 17 * MERS is at no time is a party to the alleged underlying mortgage
 18 indebtedness underlying the underlying security instrument which
 19 MERS serves as the allegedly designated "nominee."
- 20 * MERS has no financial, proprietary, and/or or economic, interest in
 21 whether a mortgage loan obligation is repaid by the mortgagor/borrower.

22 59. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
 23 and through the conduct of MERS, Deutsche Bank , and First American Title
 24 Insurance Company, commencing and continuing from 2011, and up through and
 25 including the date of the initiation of these proceedings, constitutes both extortion and
 26 attempted extortion. Plaintiff alleges that inasmuch as the conduct and action of
 27 defendants, committed by and through the use of instrumentalities of federal
 28

1 commerce, is intended to cause and create fear in the mind of the plaintiff in order
2 to obtain and receive plaintiff's property interests, through allegedly unlawful and
3 illegal foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and
4 applicable Washington state law governing extortion and theft.

5 60. Plaintiffs allege that defendants' use of the federal mails and the federal
6 interstate wires (including use of Internet) in connection with the generation,
7 transmission, dissemination, recording, filing, and publication of instruments
8 containing material misrepresentations of fact and/or materially omitting to disclose
9 facts described herein above constitutes actionable federal mail fraud and federal
10 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

11 61. Plaintiff alleges that defendants aided and abetted one another, and
12 others not named herein, in connection with committing the primary substantive
13 contraventions of federal law identified herein above and are therefore jointly and
14 severally liable as principals pursuant to Title 18 U.S.C. § 2.

15 62. Plaintiff alleges that defendants conspired with one another to injury
16 plaintiff in plaintiff's interests in business and/or property by reason of contravention
17 of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to
18 RICO § 1962(d) and the application of both ***Pinkerton v. United States***, 328 U.S.
19 640 (1946) [***Pinkerton*** Doctrine] and mediate causation in connection with the
20 commission of conspiratorial activities contravening RICO § 1962.

6. **690 Northwest Atalanta Way, Unit B-6, Oak Harbor,
Washington 98277**

24 63. Plaintiff alleges that on 3 August 2007, plaintiff executed a negotiable
25 promissory note and a security interest in the form of a Deed of Trust in the amount
26 of \$220,500.00. This document was recorded as document number 2007-08081009
27 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the

1 original lender of the Promissory Note is IndyMac Bank F.S.B., a federally chartered
 2 bank [“Indy Mac”]. Mortgage Electronic Registration Systems, Inc. [“MERS”] is not
 3 named as the payee of the promissory note but is named as acting solely as a
 4 “nominee” for the lender as the beneficiary of the security interest Deed of Trust. The
 5 original trustee under this Deed of Trust is Deutsche Bank Trust Company [“Deutsche
 6 Bank”].

7 64. Plaintiff alleges that an Assignment of Deed of Trust was recorded as
 8 document number 4286016 in the Official Records, Snohomish County, Washington,
 9 on 2 December 2010. Plaintiff alleges that this particular document evidences the
 10 signature of an individual employed by One West Bank, FSB, named Brian Burnett.
 11 Plaintiff alleges that Burnett holds and maintains multiple capacities numbering at
 12 least 27 different and distinct titles for various corporate entities, as disclosed at
 13 [http://stopforeclosurefraud.com/2011/04/25/mers-vp-27-job-titles-for-brian-burnett-
 14 of-indymac/](http://stopforeclosurefraud.com/2011/04/25/mers-vp-27-job-titles-for-brian-burnett-of-indymac/). Plaintiff alleges that this website reveals documents evidencing alleged
 15 robo signing activity upon this document. Plaintiff alleges that the Notary Public
 16 appearing upon the document, Stacy F. Jones, is located in Travis County, Texas,
 17 that Burnett was not in fact a resident of Texas at the date of the execution of the
 18 document, thereby supporting the allegation of contrivance, fabrication, and false
 19 documentation generated fro purposes of facilitating and furthering wrongful and
 20 illegal foreclosures.

21 65. Plaintiff alleges that an Appointment of Successor Trustee was recorded
 22 as either document number 7523.2184 or document number 4286017 in the Official
 23 Records, Snohomish County, Washington on 2 December 2010.

24 66. Plaintiff alleges that a Notice of Trustee Sale was recorded as document
 25 number 7523.2184 or 4286900 in the Official Records, Snohomish County,
 26 Washington on 15 December 2010. Plaintiff alleges that Northwest Trustee Services,
 27 Inc., [“NWTS”], and Yvonne McElligott, co-principal of NWTS, illegally and
 28

1 unlawfully generated, recorded, and served the Notice of Trustee's Sale, allegedly
 2 effective as of 10 December 2010, evidencing an alleged signature of a notary public
 3 by the name of Rhea S. Pre, allegedly dated 14 December 2010. The Notice of
 4 Trustee's Sale was allegedly recorded as instrument number 7523.2184 or 4286900,
 5 in the official records of Island County, Washington., darted 15 December 2010.
 6 Plaintiff alleges that the generation and execution of this instrument is void of
 7 independent legal significance inasmuch as MERS' lacked any right under
 8 Washington law to serve as the allegedly designated "nominee" under the Deed of
 9 Trust.

10 67. Plaintiff alleges that NWTS is owned, controlled, operated, managed,
 11 administered and/or directed wholly and solely by both RCO Legal, P.S., and Routh
 12 Crabtree & Olsen, P.S., a mortgage banking firm and the law firm, respectively,
 13 actively engaged in foreclosure activities across the state of Washington and across
 14 the United States of America, maintaining offices primarily in Washington, Oregon,
 15 California, Idaho, Arizona, and Alaska. RCO, Routh Crabtree & Olsen, and NWTS,
 16 acting in concert with, *inter alia*, MERS, Fidelity National, Bank of America, N.A.,
 17 JP Morgan Chase Bank, Wells Fargo Bank, Deutsche Bank, and other financial
 18 institutions actively prosecuting foreclosures of residential homes by and through
 19 employment of illegal and unlawful means for the purpose of injuring homeowners
 20 challenging the alleged legitimacy of mortgages, especially and particularly sub-
 21 prime mortgages.

22 68. Plaintiff alleges that RCO Legal P.S., and Routh Crabtree & Olsen P.S.,
 23 operate and manage business from corporate headquarters situated at 13555 SE 36th
 24 Street, Suite 300, Bellevue, WA 98006, phone: [425] 458-2121, email address:
 25 info@rcolegal.com , website: www.rcolegal.com. Plaintiff alleges that NWTS
 26 operates and manages business from corporate headquarters situated at 6
 27 Centerpointe Drive, Suite360, Lake Oswego, OR 97035, phone: [425] 586-1900,
 28

1 email address: info@northwest.com, website: www.northwesttrustee.com. Plaintiff
 2 alleges that the concerted, combined, and collective activities of NWTS, RCO, and
 3 Routh Crabtree & Olsen affect federal interstate and/or foreign commerce. Plaintiff
 4 alleges that NWTS, RCO, and Routh Crabtree & Olsen are alter egos of one another,
 5 and with no independent legal significance or financial or economic differentiation
 6 between the three entities.

7 69. Plaintiff alleges that NWTS, RCO Legal, P.S., and Routh Crabtree &
 8 Olsen, P.S., are, by way of example, and not by restriction or limitation, each
 9 individually an “enterprise” as defined pursuant to Title 18 U.S.C. § 1961(4), and as
 10 specifically described in detail herein after.

11 70. Plaintiff alleges that NWTS and RCO act in concert with each other as
 12 alter egos in connection with pursuing illegal and unlawful foreclosure actions
 13 throughout the state of Washington as recently illustrated by the published
 14 Washington Supreme Court en banc decision entered 30 October 2014, in *Lyons v.*
 15 **Northwest Trustees Services, Inc.**, Case No. 98132-0, vacating CR 56 summary
 16 judgment in favour of NWTS and finding triable issues of material fact supporting
 17 Lyon’s Washington Consumer Protection Act claim arising in the context of illegal
 18 and unlawful foreclosure proceeding conduct and activities engaged in by NWTS
 19 violating the Washington Deed of Trust Act served to premise Lyon’s CPA claim.

20 71. Plaintiff alleges that the Promissory Note was sold, transferred, and
 21 securitized by IndyMac INDX Mortgage Loan Trust 2007-AR17 with a closing date
 22 of 27 June 2007.

23 72. Plaintiff alleges that the Deed of Trust and the Promissory Note have
 24 taken two distinctly different paths. The Deed of Trust was never transferred. The
 25 Promissory Note was, however, pooled, and sold and transferred, the plaintiff’s loan
 26 was combined and aggregated with other loans and mortgages and this pool of loans
 27 and mortgages is estimated to be valued at approximately \$357,083,100.

1 73. Plaintiff alleges that the Deed of Trust reveals the following material
 2 information: MIN100055401273584880 and MERS SERVICER ID website
 3 <http://www.mers-servicerid.org/sis/search> specifically identifies One West Bank,
 4 F.S.B., is the servicer and no entity or individual, and/or any combination thereof, is
 5 identified or disclosed as an alleged “Investor.”

6 74. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
 7 parent corporate affiliate and holding company of MERS, is actively involved and
 8 participates in connection with the collaborative actions of the lender and the
 9 facilitation and furtherance contributing to the mortgage backed securitization of the
 10 Promissory Note, thereby substantially diminishing, damaging, and injuring the
 11 property rights of the plaintiff in the real property in the following manner:

- 12 * Although MERS records an assignment in the real property records, the
 13 promissory note which creates the legal obligation to repay the debt is
 14 not negotiated to MERS.
- 15 * MERS is not entitled to receive a borrower’s monthly mortgage
 16 payment, nor is MERS entitled to receive the proceeds of arising from
 17 a foreclosure or a deed of trust sale.
- 18 * MERS is not the owner of the promissory note for which MERS seeks
 19 foreclosure.
- 20 * MERS has no legal or beneficial interest in the loan instrument
 21 underlying the security instrument for which MERS serves as the
 22 allegedly designated “nominee.”
- 23 * MERS has no legal or beneficial interest in the underlying mortgage
 24 indebtedness underlying the security instrument for which MERS
 25 serves as the allegedly designated “nominee.”
- 26 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
 27 underlying promissory note evidencing the underlying mortgage

indebtedness.

- * MERS is at no time is a party to the alleged underlying mortgage indebtedness underlying the underlying security instrument which MERS serves as the allegedly designated “nominee.”
- * MERS has no financial, proprietary, and/or or economic, interest in whether a mortgage loan obligation is repaid by the mortgagor/borrower.

7 75. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
8 and through the conduct of MERS, Deutsche Bank, One West bank, F.S.B.,
9 Northwest Trustee Services, Inc., and Vonnae McElligott, and Stewart Title,
10 commencing and continuing from late November, 2010, and up through and
11 including the date of the initiation of these proceedings, constitutes both extortion and
12 attempted extortion. Plaintiff alleges that inasmuch as the conduct and action of
13 defendants, committed by and through the use of instrumentalities of federal
14 commerce, is intended to cause and create fear in the mind of the plaintiff in order
15 to obtain and receive plaintiff's property interests, through allegedly unlawful and
16 illegal foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and
17 applicable Washington state law governing extortion and theft.

18 76. Plaintiffs allege that defendants' use of the federal mails and the federal
19 interstate wires (including use of Internet) in connection with the generation,
20 transmission, dissemination, recording, filing, and publication of instruments
21 containing material misrepresentations of fact and/or materially omitting to disclose
22 facts described herein above constitutes actionable federal mail fraud and federal
23 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

24 77. Plaintiff alleges that defendants aided and abetted one another, and
25 others not named herein, in connection with committing the primary substantive
26 contraventions of federal law identified herein above and are therefore jointly and
27 severally liable as principals pursuant to Title 18 U.S.C. § 2.

1 78. Plaintiff alleges that defendants conspired with one another to injury
 2 plaintiff in plaintiff's interests in business and/or property by reason of contravention
 3 of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to
 4 RICO § 1962(d) and the application of both *Pinkerton v. United States*, 328 U.S.
 5 640 (1946) [*Pinkerton* Doctrine] and mediate causation in connection with the
 6 commission of conspiratorial activities contravening RICO § 1962.

7

8 7. **10225 7th Avenue SE, Everett, Washington 98208**

9 79. Plaintiff alleges that on 3 August 2007, plaintiff executed a negotiable
 10 promissory note and a security interest in the form of a Deed of Trust in the amount
 11 of \$220,500.00. This document was recorded as document number 2007-08081009
 12 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the
 13 original lender of the Promissory Note is IndyMac Bank F.S.B., a federally chartered
 14 bank ["Indy Mac"]. Mortgage Electronic Registration Systems, Inc. ["MERS"] is not
 15 named as the payee of the promissory note but is named as acting solely as a
 16 "nominee" for the lender as the beneficiary of the security interest Deed of Trust. The
 17 original trustee under this Deed of Trust is Deutsche Bank Trust Company ["Deutsche
 18 Bank"].

19 80. Plaintiff alleges that an Assignment of Deed of Trust was recorded as
 20 document number 2010-003040320 in the Official Records, Snohomish County,
 21 Washington on 4 March 2010. Plaintiff alleges that the signatures of two employees,
 22 Brian Bly and Chrystal Moore, were formerly employed for a "Document Mill,"
 23 Nationwide Title Clearing, as more described at
 24 [http://www.lsnj.org/NewsAnnouncements/Foreclosure/materials/EXHIBITGCitiR
esidentialDepositionBly.pdf](http://www.lsnj.org/NewsAnnouncements/Foreclosure/materials/EXHIBITGCitiResidentialDepositionBly.pdf).

26 81. Plaintiff alleges that the Promissory Note was sold, transferred, and
 27 securitized by IndyMac INDX Mortgage Loan Trust 2007-AR17 with a closing date
 28

1 of 27 June 2007.

2 82. Plaintiff alleges that the Deed of Trust and the Promissory Note have
 3 taken two distinctly different paths. The Deed of Trust was never transferred. The
 4 Promissory Note was, however, pooled, and sold and transferred, the plaintiff's loan
 5 was combined and aggregated with other loans and mortgages and this pool of loans
 6 and mortgages is estimated to be valued at approximately \$357,083,100.

7 83. Plaintiff alleges that the Deed of Trust reveals the following material
 8 information: MIN10005540127601957 and MERS SERVICER ID website
 9 <http://www.mers-servicerid.org/sis/search> specifically identifies One West Bank,
 10 F.S.B., is the servicer and no entity or individual, and/or any combination thereof, is
 11 identified or disclosed as an alleged "Investor."

12 84. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
 13 parent corporate affiliate and holding company of MERS, is actively involved and
 14 participates in connection with the collaborative actions of the lender and the
 15 facilitation and furtherance contributing to the mortgage backed securitization of the
 16 Promissory Note, thereby substantially diminishing, damaging, and injuring the
 17 property rights of the plaintiff in the real property in the following manner:

- 18 * Although MERS records an assignment in the real property records, the
 19 promissory note which creates the legal obligation to repay the debt is
 20 not negotiated to MERS.
- 21 * MERS is not entitled to receive a borrower's monthly mortgage
 22 payment, nor is MERS entitled to receive the proceeds of arising from
 23 a foreclosure or a deed of trust sale.
- 24 * MERS is not the owner of the promissory note for which MERS seeks
 25 foreclosure.
- 26 * MERS has no legal or beneficial interest in the loan instrument
 27 underlying the security instrument for which MERS serves as the

1 allegedly designated “nominee.”

2 * MERS has no legal or beneficial interest in the underlying mortgage
 3 indebtedness underlying the security instrument for which MERS
 4 serves as the allegedly designated “nominee.”

5 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
 6 underlying promissory note evidencing the underlying mortgage
 7 indebtedness.

8 * MERS is at no time is a party to the alleged underlying mortgage
 9 indebtedness underlying the underlying security instrument which
 10 MERS serves as the allegedly designated “nominee.”

11 * MERS has no financial, proprietary, and/or or economic, interest in
 12 whether a mortgage loan obligation is repaid by the mortgagor/borrower.

13 85. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
 14 and through the conduct of MERS, Deutsche Bank, One West Bank, F.S.B., and
 15 Stewart Title, commencing and continuing from late November, 2010, and up
 16 through and including the date of the initiation of these proceedings, constitutes both
 17 extortion and attempted extortion. Plaintiff alleges that inasmuch as the conduct and
 18 action of defendants, committed by and through the use of instrumentalities of federal
 19 commerce, is intended to cause and create fear in the mind of the plaintiff in order
 20 to obtain and receive plaintiff's property interests, through allegedly unlawful and
 21 illegal foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and
 22 applicable Washington state law governing extortion and theft.

23 86. Plaintiffs allege that defendants' use of the federal mails and the federal
 24 interstate wires (including use of Internet) in connection with the generation,
 25 transmission, dissemination, recording, filing, and publication of instruments
 26 containing material misrepresentations of fact and/or materially omitting to disclose
 27 facts described herein above constitutes actionable federal mail fraud and federal
 28

1 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

2 87. Plaintiff alleges that defendants aided and abetted one another, and
 3 others not named herein, in connection with committing the primary substantive
 4 contraventions of federal law identified herein above and are therefore jointly and
 5 severally liable as principals pursuant to Title 18 U.S.C. § 2.

6 88. Plaintiff alleges that defendants conspired with one another to injury
 7 plaintiff in plaintiff's interests in business and/or property by reason of contravention
 8 of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to
 9 RICO § 1962(d) and the application of both *Pinkerton v. United States*, 328 U.S.
 10 640 (1946) [*Pinkerton* Doctrine] and mediate causation in connection with the
 11 commission of conspiratorial activities contravening RICO § 1962.

12

13 8. **10217 7th Avenue, Everett, Washington 98208**

14 89. Plaintiff alleges that on 3 August 2007, plaintiff executed a negotiable
 15 promissory note and a security interest in the form of a Deed of Trust in the amount
 16 of \$241,500.00. This document was recorded as document number 2007-08081005
 17 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the
 18 original lender of the Promissory Note is IndyMac Bank F.S.B., a federally chartered
 19 bank ["Indy Mac"]. Mortgage Electronic Registration Systems, Inc. ["MERS"] is not
 20 named as the payee of the promissory note but is named as acting solely as a
 21 "nominee" for the lender as the beneficiary of the security interest Deed of Trust. The
 22 original trustee under this Deed of Trust is Deutsche Bank Trust Company ["Deutsche
 23 Bank"].

24 90. Plaintiff alleges that an Assignment of Deed of Trust was recorded as
 25 document number 2010-003040321 in the Official Records, Snohomish County,
 26 Washington on 4 March 2010. Plaintiff alleges that the signatures of two employees,
 27 Brian Bly and Chrystal Moore, were formerly employed for a "Document Mill,"

1 Nationwide Title Clearing, as more described at
 2 <http://www.lsnj.org/NewsAnnouncements/Foreclosure/materials/EXHIBITGCitiR>
 3 esidentialDepositionBly.pdf.

4 91. Plaintiff alleges that the Promissory Note was sold, transferred, and
 5 securitized by IndyMac INDX Mortgage Loan Trust 2007-AR17 with a closing date
 6 of 27 June 2007.

7 92. Plaintiff alleges that the Deed of Trust and the Promissory Note have
 8 taken two distinctly different paths. The Deed of Trust was never transferred. The
 9 Promissory Note was, however, pooled, and sold and transferred, the plaintiff's loan
 10 was combined and aggregated with other loans and mortgages and this pool of loans
 11 and mortgages is estimated to be valued at approximately \$357,083,100.

12 93. Plaintiff alleges that the Deed of Trust reveals the following material
 13 information: MIN100055401273606576 and MERS SERVICER ID website
 14 <http://www.mers-servicerid.org/sis/search> specifically identifies One West Bank,
 15 F.S.B., is the servicer and no entity or individual, and/or any combination thereof, is
 16 identified or disclosed as an alleged "Investor."

17 94. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
 18 parent corporate affiliate and holding company of MERS, is actively involved and
 19 participates in connection with the collaborative actions of the lender and the
 20 facilitation and furtherance contributing to the mortgage backed securitization of the
 21 Promissory Note, thereby substantially diminishing, damaging, and injuring the
 22 property rights of the plaintiff in the real property in the following manner:

- 23 * Although MERS records an assignment in the real property records, the
 24 promissory note which creates the legal obligation to repay the debt is
 25 not negotiated to MERS.
- 26 * MERS is not entitled to receive a borrower's monthly mortgage
 27 payment, nor is MERS entitled to receive the proceeds of arising from

1 a foreclosure or a deed of trust sale.

- 2 * MERS is not the owner of the promissory note for which MERS seeks
- 3 foreclosure.
- 4 * MERS has no legal or beneficial interest in the loan instrument
- 5 underlying the security instrument for which MERS serves as the
- 6 allegedly designated “nominee.”
- 7 * MERS has no legal or beneficial interest in the underlying mortgage
- 8 indebtedness underlying the security instrument for which MERS
- 9 serves as the allegedly designated “nominee.”
- 10 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
- 11 underlying promissory note evidencing the underlying mortgage
- 12 indebtedness.
- 13 * MERS is at no time is a party to the alleged underlying mortgage
- 14 indebtedness underlying the underlying security instrument which
- 15 MERS serves as the allegedly designated “nominee.”
- 16 * MERS has no financial, proprietary, and/or or economic, interest in
- 17 whether a mortgage loan obligation is repaid by the mortgagor/borrower.

18 95. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by

19 and through the conduct of MERS, Deutsche Bank, One West Bank, F.S.B., and

20 Stewart Title, commencing and continuing from late November, 2010, and up

21 through and including the date of the initiation of these proceedings, constitutes both

22 extortion and attempted extortion. Plaintiff alleges that inasmuch as the conduct and

23 action of defendants, committed by and through the use of instrumentalities of federal

24 commerce, is intended to cause and create fear in the mind of the plaintiff in order

25 to obtain and receive plaintiff's property interests, through allegedly unlawful and

26 illegal foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and

27 applicable Washington state law governing extortion and theft.

1 96. Plaintiffs allege that defendants' use of the federal mails and the federal
 2 interstate wires (including use of Internet) in connection with the generation,
 3 transmission, dissemination, recording, filing, and publication of instruments
 4 containing material misrepresentations of fact and/or materially omitting to disclose
 5 facts described herein above constitutes actionable federal mail fraud and federal
 6 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

7 97. Plaintiff alleges that defendants aided and abetted one another, and
 8 others not named herein, in connection with committing the primary substantive
 9 contraventions of federal law identified herein above and are therefore jointly and
 10 severally liable as principals pursuant to Title 18 U.S.C. § 2.

11 98. Plaintiff alleges that defendants conspired with one another to injury
 12 plaintiff in plaintiff's interests in business and/or property by reason of contravention
 13 of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to
 14 RICO § 1962(d) and the application of both ***Pinkerton v. United States***, 328 U.S.
 15 640 (1946) [***Pinkerton*** Doctrine] and mediate causation in connection with the
 16 commission of conspiratorial activities contravening RICO § 1962.

17

18 9. **1822 Leland Drive, Everett, Washington 98203**

19 99. Plaintiff alleges that on 3 August 2005, plaintiff executed a negotiable
 20 promissory note and a security interest in the form of a Deed of Trust in the amount
 21 of \$173,500.00. This document was recorded as document number 2010-006290491
 22 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the
 23 original lender of the Promissory Note is MortgageIt, Inc., ["Mortgage It"]. Mortgage
 24 Electronic Registration Systems, Inc. ["MERS"] is not named as the payee of the
 25 promissory note but is named as acting solely as a "nominee" for the lender as the
 26 beneficiary of the security interest Deed of Trust. The original trustee under this
 27 Deed of Trust is Deutsche Bank Trust Company ["Deutsche Bank"].

28

1 100. Plaintiff alleges that an Assignment of Deed of Trust was recorded as
2 document number 2010-006290491 in the Official Records, Snohomish County,
3 Washington, on 29 June 2010. Plaintiff alleges that this document purports to be
4 executed by MERS.

5 101. Plaintiff alleges that on 5 August 2010, a Notice of Trustee's Sale was
6 recorded as document number 2010-2160305 in the Official Records, Snohomish
7 County, Washington.

8 102. Plaintiff alleges that the Promissory Note was sold, transferred, and
9 securitized by Mortgage IT Trust 2005-AR1 with a closing date of 1 November
10 2005.

11 103. Plaintiff alleges that the Deed of Trust and the Promissory Note have
12 taken two distinctly different paths. The Deed of Trust was never transferred. The
13 Promissory Note was, however, pooled, and sold and transferred, the plaintiff's loan
14 was combined and aggregated with other loans and mortgages and this pool of loans
15 and mortgages is estimated to be valued at approximately \$377,877,100.

16 104. Plaintiff alleges theat the Deed of Trust reveals the following material
17 information: MIN100112065698585698 and MERS SERVICER ID website
18 <http://www.mers-servicerid.org/sis/search> specifically identifies GMAC Mortgage,
19 LLC is the servicer and no entity or individual, and/or any combination thereof, is
20 identified or disclosed as an alleged “Investor.”

21 105. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
22 parent corporate affiliate and holding company of MERS, is actively involved and
23 participates in connection with the collaborative actions of the lender and the
24 facilitation and furtherance contributing to the mortgage backed securitization of the
25 Promissory Note, thereby substantially diminishing, damaging, and injuring the
26 property rights of the plaintiff in the real property in the following manner:

* Although MERS records an assignment in the real property records, the

promissory note which creates the legal obligation to repay the debt is not negotiated to MERS.

- * MERS is not entitled to receive a borrower's monthly mortgage payment, nor is MERS entitled to receive the proceeds of arising from a foreclosure or a deed of trust sale.
- * MERS is not the owner of the promissory note for which MERS seeks foreclosure.
- * MERS has no legal or beneficial interest in the loan instrument underlying the security instrument for which MERS serves as the allegedly designated "nominee."
- * MERS has no legal or beneficial interest in the underlying mortgage indebtedness underlying the security instrument for which MERS serves as the allegedly designated "nominee."
- * MERS has no interest in any aspect, legal, equitable, or beneficial, in the underlying promissory note evidencing the underlying mortgage indebtedness.
- * MERS is at no time is a party to the alleged underlying mortgage indebtedness underlying the underlying security instrument which MERS serves as the allegedly designated "nominee."
- * MERS has no financial, proprietary, and/or or economic, interest in whether a mortgage loan obligation is repaid by the mortgagor/borrower.

22 106. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
23 and through the conduct of MERS, Deutsche Bank , and Chicago, commencing and
24 continuing from late 2010, and up through and including the date of the initiation of
25 these proceedings, constitutes both extortion and attempted extortion. Plaintiff
26 alleges that inasmuch as the conduct and action of defendants, committed by and
27 through the use of instrumentalities of federal commerce, is intended to cause and

1 create fear in the mind of the plaintiff in order to obtain and receive plaintiff's
 2 property interests, through allegedly unlawful and illegal foreclosure proceedings,
 3 contravenes Title 18 U.S.C. § 1951 and § 1952, and applicable Washington state law
 4 governing extortion and theft.

5 107. Plaintiffs allege that defendants' use of the federal mails and the federal
 6 interstate wires (including use of Internet) in connection with the generation,
 7 transmission, dissemination, recording, filing, and publication of instruments
 8 containing material misrepresentations of fact and/or materially omitting to disclose
 9 facts described herein above constitutes actionable federal mail fraud and federal
 10 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

11 108. Plaintiff alleges that defendants aided and abetted one another, and
 12 others not named herein, in connection with committing the primary substantive
 13 contraventions of federal law identified herein above and are therefore jointly and
 14 severally liable as principals pursuant to Title 18 U.S.C. § 2.

15 109. Plaintiff alleges that defendants conspired with one another to injury
 16 plaintiff in plaintiff's interests in business and/or property by reason of contravention
 17 of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to
 18 RICO § 1962(d) and the application of both ***Pinkerton v. United States***, 328 U.S.
 19 640 (1946) [***Pinkerton*** Doctrine] and mediate causation in connection with the
 20 commission of conspiratorial activities contravening RICO § 1962.

21

22 10. **13305 29th Drive SE, Bothell, Washington 98012**

23 110. Plaintiff alleges that on 3 August 2005, plaintiff executed a negotiable
 24 promissory note and a security interest in the form of a Deed of Trust in the amount
 25 of \$ 226,400.00. This document was recorded as document number 2005-08220100
 26 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the
 27 original lender of the Promissory Note is MortgageIt, Inc., ["Mortgage It"]. Mortgage

28

1 Electronic Registration Systems, Inc. [“MERS”] is not named as the payee of the
 2 promissory note but is named as acting solely as a “nominee” for the lender as the
 3 beneficiary of the security interest Deed of Trust. The original trustee under this
 4 Deed of Trust is Deutsche Bank Trust Company [“Deutsche Bank”].

5 111. Plaintiff alleges that an Assignment of Deed of Trust was recorded as
 6 document number 2010-006290483 in the Official Records, Snohomish County,
 7 Washington, on 29 June 2010. Plaintiff alleges that this document purports to be
 8 executed by MERS.

9 112. Plaintiff alleges that on 6 June 2010, a Notice of Trustee’s Sale was
 10 recorded as document number 2010-08030347 in the Official Records, Snohomish
 11 County, Washington. Plaintiff alleges that the document evidences the document
 12 being executed by Marina Martin, employed by LSI Title Agency, Inc., Vancouver,
 13 Washington, and the Notary Public identified as Mrs. Dee C. Ortega, located in Los
 14 Angeles, California, thereby substantiating plaintiff’s allegation of the existence of
 15 contrivance, fabrication, and false documentation generated to facilitate and further
 16 wrongful and illegal foreclosures.

17 113. Plaintiff alleges that a Substitution of Trustee was recorded as document
 18 number 2010-09080326 in the Official Records, Snohomish County, Washington.
 19 Plaintiff alleges that the “Effective Date” is missing from the document executed by
 20 Mr. John Holtan, identified as a vice president of MERS and yet employed by Nova
 21 Star Mortgage, Inc., located in Lake Forest, California. Plaintiff alleges that the
 22 Notary Public, identified as Mrs. Angela S. Bank, is located in Jackson County,
 23 Missouri, who allegedly appeared at the execution of the document in Snohomish
 24 County, Washington, which in fact was untrue.

25 114. Plaintiff alleges that the Promissory Note was sold, transferred, and
 26 securitized by Mortgage IT Trust 2005-AR1 with a closing date of 1 November
 27 2005.

1 115. Plaintiff alleges that the Deed of Trust and the Promissory Note have
 2 taken two distinctly different paths. The Deed of Trust was never transferred. The
 3 Promissory Note was, however, pooled, and sold and transferred, the plaintiff's loan
 4 was combined and aggregated with other loans and mortgages and this pool of loans
 5 and mortgages is estimated to be valued at approximately \$377,877,100.

6 116. Plaintiff alleges that the Deed of Trust reveals the following material
 7 information: MIN100112065698585524 and MERS SERVICER ID website
 8 <http://www.mers-servicerid.org/sis/search> specifically identifies JP Morgan Chase
 9 Bank, N.A., f.k/a/ EMC, is the servicer and no entity or individual, and/or any
 10 combination thereof, is identified or disclosed as an alleged "Investor."

11 117. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
 12 parent corporate affiliate and holding company of MERS, is actively involved and
 13 participates in connection with the collaborative actions of the lender and the
 14 facilitation and furtherance contributing to the mortgage backed securitization of the
 15 Promissory Note, thereby substantially diminishing, damaging, and injuring the
 16 property rights of the plaintiff in the real property in the following manner:

- 17 * Although MERS records an assignment in the real property records, the
 18 promissory note which creates the legal obligation to repay the debt is
 19 not negotiated to MERS.
- 20 * MERS is not entitled to receive a borrower's monthly mortgage
 21 payment, nor is MERS entitled to receive the proceeds of arising from
 22 a foreclosure or a deed of trust sale.
- 23 * MERS is not the owner of the promissory note for which MERS seeks
 24 foreclosure.
- 25 * MERS has no legal or beneficial interest in the loan instrument
 26 underlying the security instrument for which MERS serves as the
 27 allegedly designated "nominee."

- 1 * MERS has no legal or beneficial interest in the underlying mortgage
- 2 indebtedness underlying the security instrument for which MERS
- 3 serves as the allegedly designated “nominee.”
- 4 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
- 5 underlying promissory note evidencing the underlying mortgage
- 6 indebtedness.
- 7 * MERS is at no time is a party to the alleged underlying mortgage
- 8 indebtedness underlying the underlying security instrument which
- 9 MERS serves as the allegedly designated “nominee.”
- 10 * MERS has no financial, proprietary, and/or or economic, interest in
- 11 whether a mortgage loan obligation is repaid by the mortgagor/borrower.

12 118. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
 13 and through the conduct of MERS, Deutsche Bank , and First American Title
 14 Insurance Company, commencing and continuing from 2011, and up through and
 15 including the date of the initiation of these proceedings, constitutes both extortion and
 16 attempted extortion. Plaintiff alleges that inasmuch as the conduct and action of
 17 defendants, committed by and through the use of instrumentalities of federal
 18 commerce, is intended to cause and create fear in the mind of the plaintiff in order
 19 to obtain and receive plaintiff's property interests, through allegedly unlawful and
 20 illegal foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and
 21 applicable Washington state law governing extortion and theft.

22 119. Plaintiffs allege that defendants' use of the federal mails and the federal
 23 interstate wires (including use of Internet) in connection with the generation,
 24 transmission, dissemination, recording, filing, and publication of instruments
 25 containing material misrepresentations of fact and/or materially omitting to disclose
 26 facts described herein above constitutes actionable federal mail fraud and federal
 27 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

1 120. Plaintiff alleges that defendants aided and abetted one another, and
 2 others not named herein, in connection with committing the primary substantive
 3 contraventions of federal law identified herein above and are therefore jointly and
 4 severally liable as principals pursuant to Title 18 U.S.C. § 2.

5 121. Plaintiff alleges that defendants conspired with one another to injury
 6 plaintiff in plaintiff's interests in business and/or property by reason of contravention
 7 of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to
 8 RICO § 1962(d) and the application of both ***Pinkerton v. United States***, 328 U.S.
 9 640 (1946) [***Pinkerton*** Doctrine] and mediate causation in connection with the
 10 commission of conspiratorial activities contravening RICO § 1962.

11

12 **Damages – Title 18 United States Code §§ 1964(a), (b), and (c):**

13 122. Plaintiff has sustained injuries to plaintiff's interests in business and/or
 14 property by reason of contravention of RICO §§ 1962(c), and (d), according to offer
 15 of proof at time of trial. Plaintiff is entitled to an award of damages, trebled pursuant
 16 to RICO § 1964(c), accompanied with an award of attorneys' fees, costs, and
 17 expenses.

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

IV.

***[RICO 18 United States Code § 1961(4) “Substantive RICO Fraud”
Enterprises]***

[RICO § 1962(c)]

5 123. Plaintiff alleges that RICO defendants, and other persons acting in
6 concert with RICO defendants unknown to plaintiffs, were employed by and
7 associated with others, and engaged in conduct constituting a RICO §1961(5) pattern
8 of racketeering activity. Plaintiff further more alleges that said RICO defendants
9 were knowledgeable and aware of the criminal activities those RICO defendants and
10 others acting in concert therewith were engaged therein through the RICO enterprises
11 identified herein.

12 124. Plaintiff alleges that each of the following configurations listed herein
13 below, for purposes of plaintiff's RICO substantive claims, constitute a RICO
14 **"Substantive RICO Fraud"** 'enterprise' as that term is defined pursuant to Title 18
15 United States Code § 1961(4) and within the strictures of *Boyle v. United States*, 129
16 S. Ct. 2237 (2009) and *Odom v. Microsoft Corp.*, 486 F.3d 541 (9th Cir. 2007)(en
17 banc).

18 125. Plaintiff alleges, that in conducting the business and affairs of the RICO
19 “***Substantive RICO Fraud***” enterprises specifically identified for purposes of
20 plaintiffs’ substantive RICO § 1962(c) claim for relief, ***V- First Claim For Relief***,
21 committing the acts, omissions, misrepresentations, and breaches referred to herein
22 between late 2010, through 2011, 2012, 2013, and continuing up through and
23 including the initiation of these proceedings, this date in 2014, RICO defendants
24 engaged in a RICO pattern of racketeering activity in contravention of RICO §
25 1962(c) inasmuch as said RICO defendants, and RICO persons unknown to plaintiffs
26 were employed by and/or associated with said RICO enterprises that were engaged
27 in activities that affect federal interstate and/or foreign commerce, and conducted

1 such RICO enterprise affairs by and a RICO pattern of racketeering activity.

2

3

RICO Enterprise No.: # 1: Plaintiff alleges that during all times material
4 herein that Mortgage Electronic Registration
5 Systems, Inc., [“MERS”] and MERSCORP
6 constitute a RICO enterprise engaged in
7 conduct involving the electronic recording of
8 mortgage interests subject to sub-mortgage
9 securitization as well as participating in the
10 generation and creation of mortgage
11 instruments expressly and specifically
12 identified as a purported designee and alleged
13 denominated as a nominee for the
14 mortgagee/lender. Plaintiff alleges that
15 MERSCORP is the corporate parent affiliated
16 entity owning, controlling, managing,
17 participating, and directing the conduct and
18 the affairs of MERS. Plaintiff alleges that
19 MERS and MERSCORP engage in a RICO
20 pattern of racketeering activity by and
21 through the RICO enterprise alleged herein
22 that affects federal interstate and/or foreign
23 commerce.

24

25

26

27

28

RICO Enterprise No.: # 2: Plaintiff alleges that during all times material
herein that American Mortgage Network, Inc.,
constitutes a RICO enterprise engaged in

1 conduct involving the generation, creation,
2 promotion, and issuance of sub-prime
3 mortgage instruments,, by and through the
4 employment of federal mails and federal
5 interstate wires, the purpose being to
6 securitize the mortgage instruments through
7 the pooling of such mortgage instruments
8 through mortgage backed securities trusts.
9 Plaintiff alleges that American Mortgage
10 Network, Inc., acts and functions in concert
11 with MERS, U.S. National Bank, Deutsche
12 Bank Trust Company Americas, Deutsche
13 Bank Trust Company, GMAC Mortgage,
14 LLC, , Cal-Western Reconveyance
15 Corporation, and First American Title
16 insurance Company in facilitating and
17 furthering the mortgage backed securitization
18 offering and selling of securitized mortgage
19 instruments by and through pooling and
20 servicing agreements. Plaintiff alleges that
21 American Mortgage Network, Inc., acts in
22 concert with Wachovia Mortgage Loan Trust,
23 Series 2006-AMN1, and RALI Series 2007-
24 QO4 Trust in connection with the offer and
25 sale mortgage-backed securities by and
26 through federal mails and federal wires.
27 Plaintiff alleges that American Mortgage
28

1 Network, Inc., engage in a RICO pattern of
 2 racketeering activity by and through the
 3 RICO enterprise alleged herein that affects
 4 federal interstate and/or foreign commerce.
 5

6 ***RICO Enterprise No.: # 3:***

7 Plaintiff alleges that during all times material
 8 herein that MortgageIt, Inc., constitutes a
 9 RICO enterprise engaged in conduct
 10 involving the generation, creation,
 11 promotion, and issuance of sub-prime
 12 mortgage instruments,, by and through the
 13 employment of federal mails and federal
 14 interstate wires, the purpose being to
 15 securitize the mortgage instruments through
 16 the pooling of such mortgage instruments
 17 through mortgage backed securities trusts.
 18 Plaintiff alleges that MortgageIt, Inc., acts
 19 and functions in concert with MERS, U.S.
 20 National Bank, Deutsche Bank Trust
 21 Company Americas, Deutsche Bank Trust
 22 Company, LSI Title Agency, and First
 23 American Title Insurance Company in
 24 facilitating and furthering the mortgage
 25 backed securitization offering and selling of
 26 securitized mortgage instruments by and
 27 through pooling and servicing agreements.
 28 Plaintiff alleges that MortgageIt, Inc., acts in

1 concert with MortgageIT Trust 2005-AR1 in
2 connection with the offer and sale mortgage-
3 backed securities by and through federal
4 mails and federal wires. Plaintiff alleges that
5 MortgageIt, Inc., engage in a RICO pattern of
6 racketeering activity by and through the
7 RICO enterprise alleged herein that affects
8 federal interstate and/or foreign commerce.

9

10 ***RICO Enterprise No.: # 4:***

11 Plaintiff alleges that during all times material
12 herein that IndyMac Bank, F.S.B., constitutes
13 a RICO enterprise engaged in conduct
14 involving the generation, creation,
15 promotion, and issuance of sub-prime
16 mortgage instruments,, by and through the
17 employment of federal mails and federal
18 interstate wires, the purpose being to
19 securitize the mortgage instruments through
20 the pooling of such mortgage instruments
21 through mortgage backed securities trusts.
22 Plaintiff alleges that IndyMac Bank, F.S.B.,
23 acts and functions in concert with FDIC as
24 Receiver, MERS, U.S. National Bank, One
25 West Bank, Northwest Trustee Services, Inc.,
26 RCO Legal, P.S., Routh Crabtree & Olsen,
27 P.S. , Deutsche Bank Trust Company
28 Americas, Deutsche Bank Trust Company,

1 and First American Title Insurance Company
2 in facilitating and furthering the mortgage
3 backed securitization offering and selling of
4 securitized mortgage instruments by and
5 through pooling and servicing agreements.
6 Plaintiff alleges that IndyMac Bank, F.S.B.,
7 acts in concert with IndyMac INDX Mortgage
8 Loan Trust 2007-AR17 in connection with the
9 offer and sale mortgage-backed securities by
10 and through federal mails and federal wires.
11 Plaintiff alleges that IndyMac Bank, F.S.B.,
12 engage in a RICO pattern of racketeering
13 activity by and through the RICO enterprise
14 alleged herein that affects federal interstate
15 and/or foreign commerce.

16

17 ***RICO Enterprise No.: # 5:***

18 Plaintiff alleges that during all times material
19 herein that Mortgage Electronic Registration
20 Systems, Inc., [“MERS”], and IndyMac
21 Bank, F.S.B., American Mortgage Network,
22 Inc., MortgageIt, Inc., and other
23 lenders/mortgagees, and with FDIC as
24 Receiver, LSI Title Agency, U.S. National
25 Bank, One West Bank, Northwest Trustee
26 Services, Inc., RCO Legal, P.S., Routh
27 Crabtree & Olsen, P.S. , Deutsche Bank
28 Trust Company Americas, Deutsche Bank

1 Trust Company, and First American Title
2 insurance Company, constitute a RICO
3 enterprise engaged in conduct involving the
4 initiation of foreclosure proceedings, by and
5 through serving as a nominee for
6 mortgagees/lenders issuing sub-prime
7 mortgage and conventional mortgage loan
8 obligations. Plaintiff alleges that MERS acts
9 in concert with IndyMac Bank, F.S.B.,
10 American Mortgage Network, Inc.,
11 MortgageIt, Inc., and other
12 lenders/mortgagees, and with FDIC as
13 Receiver, LSI Title Agency, U.S. National
14 Bank, One West Bank, Northwest Trustee
15 Services, Inc., RCO Legal, P.S., Routh
16 Crabtree & Olsen, P.S. , Deutsche Bank
17 Trust Company Americas, Deutsche Bank
18 Trust Company, and First American Title
19 insurance Company, in facilitating and
20 furthering the foreclosure proceeding process
21 as allege herein as a routine and basic form of
22 conducting business, and is actively involved
23 in the conduct of the affairs of the RICO
24 enterprise. Plaintiff alleges that MERS and
25 IndyMac Bank, F.S.B., American Mortgage
26 Network, Inc., MortgageIt, Inc., and other
27 lenders/mortgagees, and with FDIC as
28

1 Receiver, LSI Title Agency, U.S. National
2 Bank, One West Bank, Northwest Trustee
3 Services, Inc., RCO Legal, P.S., Routh
4 Crabtree & Olsen, P.S. , Deutsche Bank
5 Trust Company Americas, Deutsche Bank
6 Trust Company, and First American Title
7 insurance Company engage in a RICO
8 pattern of racketeering activity by and
9 through the RICO enterprise alleged herein
10 that affects federal interstate and/or foreign
11 commerce.

12

13 ***RICO Enterprise No.: # 6:***

14 Plaintiff alleges that Northwest Trustee
15 Services, Inc., RCO Legal, P.S., and Routh
16 Crabtree & Olsen, P.S. , constitute a RICO
17 enterprise engaged in conduct involving the
18 initiation of foreclosure proceedings, by and
19 through the activities of MERS, serving as a
20 nominee for mortgagees/lenders issuing sub-
21 prime mortgage and conventional mortgage
22 loan obligations. Plaintiff alleges that
23 constitute a RICO enterprise engaged in
24 conduct involving the initiation of
25 foreclosure proceedings, by and through
26 serving as a nominee for mortgagees/lenders
27 issuing sub-prime mortgage and conventional
28 mortgage loan obligations. Plaintiff alleges

1 that Northwest Trustee Services, Inc., RCO
2 Legal, P.S., and Routh Crabtree & Olsen,
3 P.S., acts in concert with MERS in connection
4 with said foreclosure proceedings as a regular
5 and routine means of conducting business, as
6 allegedly herein. Plaintiff alleges that
7 Northwest Trustee Services, Inc., RCO Legal,
8 P.S., and Routh Crabtree & Olsen, P.S. ,
9 engage in a RICO pattern of racketeering
10 activity by and through the RICO enterprise
11 alleged herein that affects federal interstate
12 and/or foreign commerce.

13 | //

14 |||

15 |||

16 |||

17 |||

18 |||

19 |||

20 |||

21 |||

22

23

24 |||

25

26 //

277

COMPLAINT- RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 [“RICO”][18 U.S.C. §§ 1961, et seq.] RICO §§ 1962(c), 1962(d)/*Pinkerton* Doctrine

V.

MULTIPLE CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

*[For Commission of Substantive Contravention of RICO § 1962(c) of the
Racketeer Influenced and Corrupt Organization Act of 1970
“RICO”]*

[Title 18 United States Code § 1962(c)]

[Against All Defendants]

9 126. For Plaintiff's First Claim for Relief, plaintiff realleges and incorporates
10 herein Paragraphs 1 through 125.

[RICO 18 U.S.C. §§1961(1)(A)-(B) Racketeering Activity]

Federal Aiding and Abetting: Title 18 U.S.C. § 2(a)

Federal Aiding and Abetting: Title 18 U.S.C. § 2(b)

Federal Bankruptcy Fraud: Title 18 U.S.C. §§ 152, 157

Federal Mail Fraud: Title 18 U.S.C. § 1341

Federal Wire Fraud: Title 18 U.S.C. § 1343

Federal Extortion: Title 18 U.S.C. § 1951

Federal Racketeering: Title 18 U.S.C. § 195

Plaintiff alleges that RICO defendants engaged in

nal activities with the intent to harm plain

21 plaintiffs' business and/or property. Plaintiff alleges that the these activities engaged
22 in by said defendants injured plaintiffs' business and/or property interests in
23 connection with their business activities that affect federal interstate and/or foreign
24 commerce, resulting in loss of plaintiffs' property interests, existing commercial
25 business relationships, prospective economic advantages, business opportunities, and
26 monies.

27 128. Plaintiff alleges that the afore described activities constitute conduct

1 engaged in by defendants to deprive plaintiffs of their interests in business and/or
 2 property, committed by and through commission of federal aiding and abetting, fraud,
 3 federal wire fraud, federal extortion, federal racketeering, and extortion as statutorily
 4 defined under Washington state law , and are therefore indictable as ‘racketeering
 5 activity,’ as that term is defined pursuant to Title 18 United States Code §§
 6 1961(1)(A)-(B).

7 ***[RICO 18 U.S.C. §§1961(5) Pattern of Racketeering Activity]***

8 129. Plaintiff alleges that the course of conduct engaged in by said RICO
 9 defendants constitutes both continuity and relatedness of the racketeering activity,
 10 thereby constituting a ‘pattern of racketeering activity,’ as that term is defined
 11 pursuant to Title 18 United States Code §§ 1961(5). Plaintiff alleges that the
 12 continuity of the pattern of racketeering activity is both closed -ended inasmuch as
 13 a series of related predicate offenses extend over a substantial period of time, and
 14 open-ended inasmuch as the racketeering activities themselves include a specific
 15 threat of repetition extending indefinitely into the future and/or that the predicate
 16 offenses comprise and constitute constituent elements of a part of an ongoing entity’s
 17 and/or person’s regular way of conducting and/or doing business.

18 ***[RICO 18 United States Code § 1961(4) Enterprise]***

19 130. Plaintiff alleges that RICO defendants, and other persons acting in
 20 concert with RICO defendants unknown to plaintiffs, were employed by and
 21 associated with others, and engaged in conduct constituting a RICO §1961(5) pattern
 22 of racketeering activity. Plaintiffs further more allege that said RICO defendants
 23 were knowledgeable and aware of the criminal activities those RICO defendants and
 24 others acting in concert therewith were engaged therein through the RICO enterprises
 25 identified herein.

26 131. Plaintiff alleges that each of the following configurations, for purposes
 27 of plaintiffs’ RICO substantive claims, constitute a RICO ‘enterprise’ as that term is
 28

defined pursuant to Title 18 United States Code § 1961(4) and within the strictures of *Boyle v. United States*, 129 S. Ct. 2237 (2009) and *Odom v. Microsoft Corp.*, 486 F.3d 541 (9th Cir. 2007)(en banc).

4 132. Plaintiff alleges, that in conducting the business and affairs of the RICO
5 enterprises specifically identified for purposes of plaintiffs' substantive RICO §
6 1962(C) claims for relief, committing the acts, omissions, misrepresentations, and
7 breaches referred to herein between late, 2010, through 2011, 2012, 2013, and
8 continuing up through and including the initiation of these proceedings this date in
9 2014, RICO defendants engaged in a RICO pattern of racketeering activity in
10 contravention of RICO § 1962(C) inasmuch as said RICO defendants, and RICO
11 persons unknown to plaintiffs were employed by and/or associated with said RICO
12 enterprises that were engaged in activities that affect federal interstate and/or foreign
13 commerce, and conducted such RICO enterprise affairs by and a RICO pattern of
14 racketeering activity.

[RICO Recovery]

16 133. Plaintiff is entitled to recover, pursuant to Title 18 United States Code
17 § 1964(C), treble damages in an amount to be determined by offer of proof at time of
18 trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as
19 well as damages arising from lost profits and/or lost business opportunities
20 proximately caused by RICO defendants committed in furtherance of contravention
21 of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title
22 18 U.S.C. §§ 1961, et.seq.].

23 | //

24 | //

25 | //

26 | //

27 | //

28

SECOND CLAIM FOR RELIEF

[For Commission of Aiding and Abetting Substantive Contravention of RICO § 1962©) of the Racketeer Influenced and Corrupt Organization Act of 1970 (“RICO”)]/[Title 18 United States Code § 1962©)]

[Against All Defendants]

134. For Plaintiff's Second Claim for Relief, plaintiff realleges and incorporates herein Paragraphs 1 through 125.

135. Plaintiff alleges that the RICO defendants employed the federal mails and/or federal interstate wires, as well as engaged in the commission of racketeering activity, to aid and abet the substantive RICO § 1962(C) contraventions committed as alleged herein.

136. Plaintiff alleges that RICO defendants: (1) were associated with the feloniously criminal and wrongful conduct; (2) were knowledgeable and aware of the commission of the substantive RICO contraventions committed; (3) participated in it with the intent to bring it about; (4) sought by defendants' actions to facilitate and further its success; and (5) substantially assisted in the commission of the substantive RICO contraventions committed by other RICO co-defendants.

[RICO Recovery]

137. Plaintiff is entitled to recover, pursuant to Title 18 United States Code § 1964(C), treble damages in an amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities proximately caused by RICO defendants committed in furtherance of contravention of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961, et.seq.].

111

111

57 COMPLAINT- RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT
OF 1970 [“RICO”][18 U.S.C. §§ 1961, et seq.] RICO §§ 1962(c), 1962(d)/**Pinkerton** Doctrine

THIRD CLAIM FOR RELIEF

[For Commission of Substantive Contravention of RICO § 1962(c) of the Racketeer Influenced and Corrupt Organization Act of 1970]

[“RICO”][Title 18 United States Code § 1962(c)]

[Respondeat Superior Liability]

[Against All Defendants]

138. For Plaintiff's Third Claim for Relief, plaintiff realleges and incorporates
herein Paragraphs 1 through 125.

139. Plaintiff alleges that during all times material herein various individuals and persons functioned and served in the capacities of agent, employee, director, designee, officer, representative, manager, supervisor, employee, and/or servant upon behalf of defendants, engaged in the feloniously criminal conduct alleged herein in such representative capacities, and that as proximate result thereof, defendants derived a benefit thereby.

140. Plaintiff alleges that the commission of the feloniously criminal conduct of defendants' agents, employees, officers, directors, partners, representatives, designees, nominees, and deputies dit, Inc., arose within the course and scope of the employ and/or agency with defendants.

141. Plaintiff alleges that as a direct and proximate cause and result thereof, defendants are vicariously and derivatively liable for contravening RICO § 1962(c).

111

///

111

58 COMPLAINT- RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT
OF 1970 [“RICO”][18 U.S.C. §§ 1961, et seq.] RICO §§ 1962(c), 1962(d)/*Pinkerton* Doctrine

1 142. Plaintiff alleges that defendants ratified, authorized, acquiesced, and/or
2 consented to the feloniously criminal conduct committed as alleged herein above,
3 thereby proximately causing injuries to plaintiff's interests in business and/or
4 property by reason of violation of RICO § 1962(C).

5

[RICO Recovery]

7 143. Plaintiff is entitled to recover, pursuant to Title 18 United States Code
8 § 1964(C), treble damages in an amount to be determined by offer of proof at time of
9 trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation,
10 as well as damages arising from lost profits and/or lost business opportunities
11 proximately caused by RICO defendants committed in furtherance of contravention
12 of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title
13 18 U.S.C. §§ 1961, et.seq.].

14 || //

15 || //

16 || //

17 |||

18 || //

19 || //

20 || //

21 |||

22 || //

23 |||

24 |||

25 || 111

26 |||

27 | 111

28

FOURTH CLAIM FOR RELIEF

[For Commission of RICO Aiding and Abetting RICO § 1962(d) Conspiracy Contravention of RICO § 1962©) of the Racketeer Influenced and Corrupt Organization Act of 1970[“RICO”]/[Title 18 United States Code § 1962©)]

[RE: RICO § 1962(d)\Pinkerton Doctrine]

[RE: *Pinkerton v. United States*, 328 U.S. 640 (1946)]

and

Salinas v. United States, 522 U.S. 52 (1997)

[Against All Defendants]

10 144. For Plaintiff's Fourth Claim for Relief, plaintiff realleges and
11 incorporates herein Paragraphs 1 through 125.

12 145. Plaintiff alleges that the RICO defendants employed the federal mails
13 and/or federal interstate wires, as well as engaged in the commission of racketeering
14 activity, to aid and abet the substantive RICO § 1962(C) contraventions committed
15 as alleged herein.

16 146. Plaintiff alleges that the RICO defendants' actions are deemed to
17 constitute mediate causation resulting thereby with the exertion of some causal effect
18 upon other RICO defendants' conduct by virtue of the affiliating with one another for
19 criminal purposes. Plaintiff alleges that such criminal affiliation constitutes a
20 voluntary act committed with a culpable *mens rea* that causes a societal harm and
21 concomitant social injury

22 147. Plaintiff alleges that the RICO defendants' conduct constituted aiding
23 and abetting a RICO § 1962(d) conspiracy inasmuch as RICO defendants were:

- A. associated with a criminal venture as alleged herein;
- B. that the RICO defendants participated in the criminal venture as something the RICO defendants wished to bring about; and,
- C. that the RICO defendants sought by their actions to make it

1 || succeed.

2 148. Plaintiff alleges that RICO defendants: (1) were associated with the
3 feloniously criminal and wrongful conduct; (2) were knowledgeable and aware of the
4 commission of the substantive RICO contraventions committed; (3) participated in
5 it with the intent to bring it about; (4) sought by defendants' actions to facilitate and
6 further its success; and (5) substantially assisted in the commission of the substantive
7 RICO contraventions committed by other RICO co-defendants.

9 149. Plaintiff alleges that the RICO defendants aided and abetted a RICO §
10 1962(d) conspiracy between said RICO defendants to contravene RICO § 1962(C) to
11 injure plaintiffs' interests in business and/or property.

12 | //

13 | //

14 | //

15 | //

16 | //

17 | //

18 | //

19 | //

20 | //

21 | //

22 | //

23 | //

24 | //

25 | //

26 | //

27 | //

28

1 150. Plaintiff alleges that the defendants are conspiratorially liable under
2 application of the **Pinkerton** Doctrine [**Pinkerton v. United States**, 328 U.S. 640
3 (1946) and **Salinas v. United States**, 522 U.S. 52 (1997)] for the substantive RICO
4 § 1962(c) contraventions committed by RICO defendants inasmuch as:

- A. Defendants engaged in the criminal activities that constitute the RICO § 1961(5) pattern of racketeering activity;
- B. Defendants are members of the RICO § 1962(d) conspiracy designed and intended to contravene RICO § 1962(C);
- C. Defendants engaged in activities in furtherance of advancing and promoting the RICO § 1962(d) conspiracy designed and intended to contravene RICO § 1962(C);
- D. Defendants are members of the RICO § 1962(d) conspiracy at and during the time frame the criminal activities were committed that constitute the RICO § 1961(5) pattern of racketeering activity; and,
- E. The offense fell within the scope of the unlawful agreement and could reasonably have been foreseen to be a necessary or natural consequence of the unlawful agreement.

[RICO Recovery]

21 151. Plaintiff is entitled to recover, pursuant to Title 18 United States Code
22 § 1964(C), treble damages in an amount to be determined by offer of proof at time of
23 trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as
24 well as damages arising from lost profits and/or lost business opportunities
25 proximately caused by RICO defendants committed in furtherance of contravention
26 of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title
27 18 U.S.C. §§ 1961, et.seq.].

FIFTH CLAIM FOR RELIEF

[For Commission of RICO § 1962(d) Conspiracy Contravention of RICO § 1962©) of the Racketeer Influenced and Corrupt Organization Act of 1970[“RICO”][Title 18 United States Code § 1962©)]
[RE: RICO § 1962(d)\Pinkerton Doctrine]
[RE: Pinkerton v. United States, 328 U.S. 640 (1946)]

and

Salinas v. United States, 522 U.S. 52 (1997)

[Against All Defendants]

10 152. For Plaintiff's Fifth Claim for Relief, plaintiff realleges and
11 incorporates herein Paragraphs 1 through 125.

[RICO Conspiratorial Liability – Mediate Causation Contentions]

14 153. Plaintiff alleges that commencing in late 2010, and during and
15 continuing at all times material herein thereafter, RICO defendants mutually agreed
16 to engage in the aforementioned racketeering activities and/or criminal conduct
17 giving rise to the RICO § 1962(C) contraventions. Plaintiff alleges that the
18 conspiratorial objective of that mutual agreement was intended and designed to
19 destroy, injure, and damage plaintiffs' interests in business and/or property, and that
20 such conspiratorial conduct constitutes contravention of RICO § 1962(d).

22 154. Plaintiff alleges that the RICO defendants' actions are deemed to
23 constitute mediate causation resulting thereby with the exertion of some causal effect
24 upon other RICO defendants' conduct by virtue of the affiliating with one another for
25 criminal purposes. Plaintiff alleges that such criminal affiliation constitutes a
26 voluntary act committed with a culpable *mens rea* that causes a societal harm and
27 concomitant social injury

1 155. Plaintiff alleges that the RICO defendants' conduct constituted aiding
 2 and abetting a RICO § 1962(d) conspiracy inasmuch as RICO defendants were:

3 A. associated with a criminal venture as alleged herein;

4 B. that the RICO defendants participated in the criminal venture as
 5 something the RICO defendants wished to bring about; and,

6 C. that the RICO defendants sought by their actions to make the
 7 criminal venture succeed.

8

9 156. Plaintiff alleges that RICO defendants: (1) were associated with the
 10 feloniously criminal and wrongful conduct; (2) were knowledgeable and aware of the
 11 commission of the substantive RICO contraventions committed; (3) participated in
 12 it with the intent to bring it about; (4) sought by defendants' actions to facilitate and
 13 further its success; and (5) substantially assisted in the commission of the substantive
 14 RICO contraventions committed by other RICO co-defendants.

15

16 157. Plaintiff alleges that the RICO defendants aided and abetted a RICO §
 17 1962(d) conspiracy between said RICO defendants to contravene RICO § 1962(C) to
 18 injure plaintiffs' interests in business and/or property.

19

20 158. Plaintiff alleges that the defendants are conspiratorially liable under
 21 application of the **Pinkerton** Doctrine [**Pinkerton v. United States**, 328 U.S. 640
 22 (1946) and **Salinas v. United States**, 522 U.S. 52 (1997)] for the substantive RICO
 23 § 1962(C) contraventions committed by RICO defendants inasmuch as:

24 A. Defendants engaged in the criminal activities that constitute the
 25 RICO § 1961(5) pattern of racketeering activity;

26 B. Defendants are members of the RICO § 1962(d) conspiracy
 27 designed and intended to contravene RICO § 1962(C);

- 1 C. Defendants engaged in activities in furtherance of advancing and
- 2 promoting the RICO § 1962(d) conspiracy designed and intended
- 3 to contravene RICO § 1962(C);
- 4 D. Defendants are members of the RICO § 1962(d) conspiracy at and
- 5 during the time frame the criminal activities were committed that
- 6 constitute the RICO § 1961(5) pattern of racketeering activity;
- 7 and,
- 8 E. The offense fell within the scope of the unlawful agreement and
- 9 could reasonably have been foreseen to be a necessary or natural
- 10 consequence of the unlawful agreement.

11

12 ***/RICO Recovery/***

13

14 159. Plaintiff is entitled to recover, pursuant to Title 18 United States Code
15 § 1964(C), treble damages in an amount to be determined by offer of proof at time of
16 trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation,
17 as well as damages arising from lost profits and/or lost business opportunities
18 proximately caused by RICO defendants committed in furtherance of contravention
19 of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title
20 18 U.S.C. §§ 1961, et.seq.].

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ////

28

65 COMPLAINT- RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT
OF 1970 ["RICO"] [18 U.S.C. §§ 1961, et.seq.] RICO §§ 1962(c), 1962(d) /**Pinkerton** Doctrine

SIXTH CLAIM FOR RELIEF

[For Commission of RICO § 1962(d) Conspiracy Contravention of RICO § 1962(c) of the Racketeer Influenced and Corrupt Organization Act of 1970 (“RICO”)(Title 18, United States Code, § 1962(c)).]

[RE: RICO § 1962(d) Conspiracy to Commit RICO Aiding and Abetting RICO § 1962©] [RE: RICO § 1962(d)\Pinkerton Doctrine]
[RE: Pinkerton v. United States, 328 U.S. 640 (1946)]

¹⁰ *and Santos v. United States*, 522 U.S. 32 (1997).

10 160. For Plaintiff's Sixth Claim for Relief, plaintiff realleges and
11 incorporates herein Paragraphs 1 through 125.

[RICO Conspiratorial Liability – Mediate Causation Contentions]

15 161. Plaintiff alleges that commencing in late 2010, and during and
16 continuing at all times material herein thereafter, RICO defendants mutually agreed
17 to engage in the aforementioned racketeering activities and/or criminal conduct
18 giving rise to the RICO § 1962(C) contraventions. Plaintiff alleges that the
19 conspiratorial objective of that mutual agreement was intended and designed to
20 destroy, injure, and damage plaintiffs' interests in business and/or property, and that
21 such conspiratorial conduct constitutes contravention of RICO § 1962(d).

23 162. Plaintiff alleges that the RICO defendants' actions are deemed to
24 constitute mediate causation resulting thereby with the exertion of some causal effect
25 upon other RICO defendants' conduct by virtue of the affiliating with one another for
26 criminal purposes. Plaintiff alleges that such criminal affiliation constitutes a
27 voluntary act committed with a culpable ***mens rea*** that causes a societal harm and

1 concomitant social injury

2

3 163. Plaintiff alleges that the RICO defendants' conduct constituted aiding
4 and abetting a RICO § 1962(d) conspiracy inasmuch as RICO defendants were:

5 A. associated with a criminal venture as alleged herein;

6 B. that the RICO defendants participated in the criminal venture as
7 something the RICO defendants wished to bring about; and,

8 C. that the RICO defendants sought by their actions to make the
9 criminal venture succeed.

10

11 164. Plaintiff alleges that RICO defendants: (1) were associated with the
12 feloniously criminal and wrongful conduct; (2) were knowledgeable and aware of the
13 commission of the substantive RICO contraventions committed; (3) participated in
14 it with the intent to bring it about; (4) sought by defendants' actions to facilitate and
15 further its success; and (5) substantially assisted in the commission of the substantive
16 RICO contraventions committed by other RICO co-defendants.

17

18 165. Plaintiff alleges that the RICO defendants aided and abetted a RICO §
19 1962(d) conspiracy between said RICO defendants to contravene RICO § 1962(C) to
20 injure plaintiff's interests in business and/or property.

21

22 166. Plaintiff alleges that the defendants are conspiratorially liable under
23 application of the **Pinkerton** Doctrine [**Pinkerton v. United States**, 328 U.S. 640
24 (1946) and **Salinas v. United States**, 522 U.S. 52 (1997)] for the aiding and abetting
25 of the substantive RICO § 1962(C) contraventions committed by RICO defendants
26 inasmuch as:

27 A. Defendants engaged in the criminal activities that constitute the

1 RICO § 1961(5) pattern of racketeering activity;

2 B. Defendants are members of the RICO § 1962(d) conspiracy
3 designed and intended to contravene RICO § 1962©);

4 C. Defendants engaged in activities in furtherance of advancing and
5 promoting the RICO § 1962(d) conspiracy designed and intended
6 to contravene RICO § 1962©);

7 D. Defendants are members of the RICO § 1962(d) conspiracy at and
8 during the time frame the criminal activities were committed that
9 constitute the RICO § 1961(5) pattern of racketeering activity;
10 and,

11 E. The offense fell within the scope of the unlawful agreement and
12 could reasonably have been foreseen to be a necessary or natural
13 consequence of the unlawful agreement.

14

15 ***[RICO Recovery]***

16

17 167. Plaintiffs are entitled to recover, pursuant to Title 18 United States Code
18 § 1964©), treble damages in an amount to be determined by offer of proof at time of
19 trial. Plaintiffs are also entitled to recover attorneys' fees and costs of this litigation,
20 as well as damages arising from lost profits and/or lost business opportunities
21 proximately caused by RICO defendants committed in furtherance of contravention
22 of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title
23 18 U.S.C. §§ 1961, et.seq.].

24 ///

25 ///

26 ///

27 ///

28

SEVENTH CLAIM FOR RELIEF

[For Commission of Washington Criminal Profiteering Act]

[R.C.W. §§ 9A.82.080(1)(a)-(2)(a), (3)(a)]

[Against All Defendants]

5 168. For Plaintiff's Seventh Claim for Relief, plaintiff realleges and
6 incorporates herein Paragraphs 1 through 125, and each and every claim for relief
7 alleged pursuant to the federal Racketeer Influenced and Corrupt Organizations Act
8 of 1970 [“RICO”][Title 18 U.S.C. §§ 1961, et.seq.].

9 169. Plaintiff alleges that defendants engaged in both a course of conduct
10 and a pattern of practice as described more fully herein below that constitutes
11 criminal profiteering.

12 170. Plaintiff alleges that during all times material herein defendants
13 engaged in “criminal profiteering” in one or more of the following instances as
14 statutorily defined pursuant to RCW 9A.82.010(4):

- 15 i.. RCW 9A.82.010(4)(d)(forgery)
- 16 ii. RCW 9A.82.010(4)(e)(theft)(including conspiracy, aiding and abetting,
17 and attempt)
- 18 iii. RCW 9A.82.010(4)(k)(extortion)(including conspiracy, aiding and
19 abetting, and attempt)
- 20 iv. RCW 9A.82.010(4)(m)(extortionate extension of credit)(including
21 conspiracy, aiding and abetting, and attempt)
- 22 v. RCW 9A.82.010(4)(o)(collection of an extortionate extension of credit)
- 23 vi. RCW 9A.82.010(4)(p)(collection of an unlawful debt)(including
24 conspiracy, aiding and abetting, and attempt)
- 25 vii. RCW 9A.82.010(4)(r)(trafficking in stolen property)
- 26 viii. RCW 9A.82.010(4)(s)(leading organized crime)
- 27 ix. RCW 9A.82.010(4)(oo)(theft with the intent to resell)(including

conspiracy, aiding and abetting, and attempt)

- x. RCW 9A.82.010(4)(qq)(mortgage fraud)(including conspiracy, aiding and abetting, and attempt)

5 171. Plaintiff alleges that during all times material herein defendants
6 functioned as a criminal “enterprise” as that term is statutorily defined pursuant to
7 RCW 9A.82.010(8), and as criminal “enterprises” as specifically alleged and
8 particularly formulated and identified herein above under RICO § 1961(4) and for
9 purposes of the RICO § 1962(c), claim for relief.

11 172. Plaintiff alleges that during all times material herein defendants engaged
12 in “extortionate means” as that term is statutorily defined pursuant to RCW
13 9A.82.010(10).

15 173. Plaintiff alleges that during all times material here in defendants
16 engaged in a “pattern of criminal profiteering activity,” as that term is statutorily
17 defined pursuant to RCW 9A.82.010(12), having committed at least three acts of
18 criminal profiteering, with the same or similar intent, results, accomplices, principals,
19 victims, or methods of commission, or be otherwise interrelated by distinguishing
20 characteristics including a nexus to the same enterprise(s), none being mere isolated
21 events or coincidences. Plaintiffs further allege that the conduct engaged in by these
22 particular defendants is an established and recognized means of conducting business
23 both within Washington and outside of Washington, to wit, defendants’ “***modus***
24 ***operandi***” for purposes of ER 404(b) “other crimes” evidence.

25 || //

26 || //

27 || //

1 174. Plaintiff alleges that during all times material herein defendants
2 engaged in committing, conspiring to commit, and aiding and abetting one another,
3 to obtain and receive proceeds derived from a pattern of criminal profiteering,
4 including, but not restrictive to, the acquisition of any title to, or any right, interest
5 or equity in real property, as statutorily described pursuant to RCW
6 9A.82.080(1)(a)-(2)(a), (3)(a).

7

8 175. Plaintiff alleges that plaintiff sustained an injury to their person,
9 business, and/or property by an act of criminal profiteering that is part of a pattern of
10 criminal profiteering activity, and is entitled therefore to recover both monetary
11 damages and appropriate remedial relief as statutorily provided pursuant to RCW
12 9A.82.100(1)(a)-©), including recovery of treble damages, both jointly and severally,
13 as well as an award of attorneys' fees, costs, and expenses.

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

EIGHTH CLAIM FOR RELIEF

*[For Commission of Conspiracy to Contravene Washington Criminal
Profiteering Act]*

[R.C.W. §§ 9A.82.080(1)(a)-(2)(a), (3)(a)]

[Against All Defendants]

176. For Plaintiff's Eighth Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 117, and each and every claim for relief alleged pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961, et.seq.].

[Criminal Profiteering Conspiratorial Liability – Mediate Causation Contentions]

13 177. Plaintiff alleges that commencing in 2010, and during and continuing at
14 all times material herein thereafter, defendants mutually agreed to engage in the
15 aforementioned racketeering activities and/or criminal conduct giving rise to the
16 R.C.W. 9A.82.080(1)(a)-(2)(a), (3)(a) contraventions. Plaintiff alleges that the
17 conspiratorial objective of that mutual agreement was intended and designed to
18 destroy, injure, and damage plaintiffs' interests in business and/or property, and that
19 such conspiratorial conduct constitutes contravention of the Washington Criminal
20 Profiteering Act.

22 178. Plaintiff alleges that the defendants' actions are deemed to constitute
23 mediate causation resulting thereby with the exertion of some causal effect upon other
24 defendants' conduct by virtue of the affiliating with one another for criminal
25 purposes. Plaintiff alleges that such criminal affiliation constitutes a voluntary act
26 committed with a culpable ***mens rea*** that causes a societal harm and concomitant
27 social injury

1 179. Plaintiff alleges that the defendants' conduct constituted aiding and
 2 abetting a R.C.W. 9A.82.080(1)(a)-(2)(a), (3)(a) conspiracy inasmuch as RICO
 3 defendants were:

4 A. associated with a criminal venture as alleged herein;
 5 B. that the RICO defendants participated in the criminal venture as
 6 something the RICO defendants wished to bring about; and,
 7 C. that the RICO defendants sought by their actions to the criminal
 8 venture succeed.

9
 10 180. Plaintiff alleges that defendants: (1) were associated with the
 11 feloniously criminal and wrongful conduct; (2) were knowledgeable and aware of the
 12 commission of the substantive contraventions committed; (3) participated in it with
 13 the intent to bring it about; (4) sought by defendants' actions to facilitate and further
 14 its success; and (5) substantially assisted in the commission of the substantive
 15 R.C.W. 9A.82.080(1)(a)-(2)(a), (3)(a) contraventions committed by other co-
 16 defendants.

17

18 181. Plaintiff alleges that the defendants aided and abetted a R.C.W.
 19 9A.82.080(1)(a)-(2)(a), (3)(a) conspiracy between said defendants to contravene
 20 R.C.W. 9A.82.080(1)(a)-(2)(a), (3)(a) to injure plaintiffs' interests in business and/or
 21 property.

22

23 182. Plaintiff alleges that the defendants are conspiratorially liable under
 24 application of the **Pinkerton** Doctrine [**Pinkerton v. United States**, 328 U.S. 640
 25 (1946) and **Salinas v. United States**, 522 U.S. 52 (1997)] for the substantive R.C.W.
 26 9A.82.080(1)(a)-(2)(a), (3)(a) contraventions committed by RICO defendants
 27 inasmuch as:

28

- 1 A. Defendants engaged in the criminal activities that constitute the
- 2 RCW 9A.82.010(12) pattern of criminal racketeering activity;
- 3 B. Defendants are members of the conspiracy designed and intended
- 4 to contravene R.C.W. 9A.82.080(1)(a)-(2)(a), (3)(a);
- 5 C. Defendants engaged in activities in furtherance of advancing and
- 6 promoting the R.C.W. 9A.82.080(1)(a)-(2)(a), (3)(a) conspiracy
- 7 designed and intended to contravene R.C.W. 9A.82.080(1)(a)-
- 8 (2)(a), (3)(a);
- 9 D. Defendants are members of the R.C.W. 9A.82.080(1)(a)-(2)(a),
- 10 (3)(a) conspiracy at and during the time frame the criminal
- 11 activities were committed that constitute the RCW
- 12 9A.82.010(12) pattern of criminal racketeering activity; and,
- 13 E. The offense fell within the scope of the unlawful agreement and
- 14 could reasonably have been foreseen to be a necessary or natural
- 15 consequence of the unlawful agreement.

16

17 183. Plaintiff alleges that plaintiff sustained an injury to their person,

18 business, and/or property by an act of criminal profiteering that is part of a pattern of

19 criminal profiteering activity, and is entitled therefore to recover both monetary

20 damages and appropriate remedial relief as statutorily provided pursuant to RCW

21 9A.82.100(1)(a)-©), including recovery of treble damages, both jointly and severally,

22 as well as an award of attorneys' fees, costs, and expenses.

23 ///

24 ///

25 ///

26 ///

27 ///

28

VI.

PRAYER

WHEREFORE, plaintiff Charles Greg Nygard prays for entry of judgment against defendants, and each and every one of these defendants, jointly and severally, as follows:

1. For entry of judgment of compensatory damages, according to offer of proof at time of trial, arising from contravention of RICO §§ 1962(c), and (d) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. §§ 1962(c) and (d)], trebled pursuant to RICO § 1964©), of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. § 1964©)];
2. For entry of judgment and appropriate orders for issuance of equitable relief pursuant to RICO §§ 1964(a)-(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. §§ 1964(a)-(b)];
3. For entry of judgment and appropriate orders for issuance of declaratory relief pursuant to RICO §§ 1964(a)-(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. §§ 1964(a)-(b)];
4. For entry of judgment and an award of attorneys’ fees, costs, and expenses arising from judgment entered upon finding of contravention of RICO §§ 1962(c) and (d) pursuant to RICO § 1964©) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. § 1964©)];

111

111

1 5. For recovery under federal supplemental claims jurisdiction [Title 28 U.S.C.
2 § 1367(b)]; and,

3
4 6. For such further and other relief as this Honourable Court deems just,
5 equitable, and proper in the premises.

6 ***Respectfully presented,***

7 Dated: 10 November 2014.

8 DEAN BROWNING WEBB
9 ATTORNEY and COUNSELOR AT LAW

10 By: /s/ Dean Browning Webb
11 DEAN BROWNING WEBB, ESQ. WSBA # 10735
12 ATTORNEY and COUNSELOR AT LAW
13 515 EAST 39TH STREET
14 VANCOUVER, WA 98663-2240
15 TELEPHONE: [503] 629-2176
16 ELECTRONIC MAILING ADDRESS:
Ricoman1968@aol.com

17 ATTORNEYS FOR PLAINTIFF:

18 Charles Greg Nygard

19

20

21

22

23

24

25

26

27

28

VII.

DEMAND FOR TRIAL BY JURY

PURSUANT TO THE SEVENTH AMENDMENT

OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA

Plaintiff Charles Greg Nygard hereby demand that this cause be tried before a jury pursuant to the Seventh Amendment of the Constitution of the United States of America (Amend VII of the Constitution of the United States of America), Rule 38(b) of the Federal Rules of Civil Procedure, and Local Civil Rule 38.1 of the Local Civil Rules of the United States District Court for the Eastern District of Washington.

Respectfully presented,

Dated: 10 November 2014.

DEAN BROWNING WEBB
ATTORNEY and COUNSELOR AT LAW

By: /s/ **Dean Browning Webb**
DEAN BROWNING WEBB, ESQ. WSBA # 10735
ATTORNEY and COUNSELOR AT LAW
515 EAST 39TH STREET
VANCOUVER, WA 98663-2240
TELEPHONE: [503] 629-2176
ELECTRONIC MAILING ADDRESS:
Ricoman1968@aol.com

ATTORNEYS FOR PLAINTIFF:

Charles Greg Nygard